



**May 9, 2022 - 7:00 PM**

**MINUTES  
CHEMUNG COUNTY LEGISLATIVE MEETING  
PURSUANT TO RESOLUTION NO. 08-100, RULES I, II, and III**

**1. PLEDGE OF ALLEGIANCE**

**2. ROLL CALL OF LEGISLATORS**

Legislature was called to order by the Chairman of the Chemung County Legislature at 7:40 p.m.  
The following members were present when the Clerk called roll:

Pastrick _x_	Manchester _x_	Sweet _x_	Brennan _x_
Margeson _x_	Hyland _x_	Sonsire _x_	Woodard _x_
Burin ___	Chalk _x_	Briggs _x_	McCarthy _x_
Drake _x_	Smith _x_	Strange _x_	

**MOTION**

By: Sweet

Seconded by: Chalk

MOVED, that John Burin be excused from these proceedings

CARRIED.

**3. READING OF MINUTES OF PRECEDING MEETING UNLESS WAIVED**

**MOTION**

By: Briggs

Seconded by: Pastrick

MOVED, that the reading of the minutes of the April 11, 2022 meeting of the Full

Legislature be dispensed with, and that they stand accepted as corrected by the Clerk

CARRIED.

**4. PRESENTATION OF PETITIONS AND COMMUNICATIONS**

**Correspondence - 05-01 through 05-08**

MOTION

By: Strange

Seconded by: Woodard

MOVED, that the communications numbered 05-01 through 05-08 shall be considered incorporated herein by reference as though fully set forth

CARRIED.

**5. PUBLIC COMMENTS**

**NONE**

**6. ACCEPTANCE OF WRITTEN COMMITTEE REPORTS**

MOTION

By: Smith

Seconded by: Briggs

MOVED, that the committee reports of April 25, 2022 and May 2, 2022 be accepted as presented and corrected

**7. PRESENTATION OF RESOLUTIONS, MOTIONS AND NOTICES**

MOTION

By: Strange

Seconded by: Drake

MOVED, that the following Resolutions be considered as one for voting purposes: 22-214 through 22-223, 22-224 through 22-243, 22-244 through 22-245, 22-246 through 22-256, 22-257 through 22-270, 22-271 through 22-272, 22-273 through 22-274

CARRIED.

**LEGISLATORS' COMMENTS**

Mr. Brennan inquired into the cost for holding an additional primary, due to the courts throwing out the Congressional and NYS Senate redistricting maps. Mr. Drake stated that he had posed this question to the Board of Elections and was told the cost for holding an additional primary would be approximately \$50,000.

## PREFERRED AGENDA ITEMS

### 22-214 **Resolution confirming appointments to the Southern Tier Central Regional Planning & Development Board (Roman, Rowe, Meindl)**

By: Chalk

Seconded by: Briggs

RESOLVED, that pursuant to Section 239-h of the General Municipal Law and Article 27, Section 2704 of the Chemung County Charter, the written appointments of the County Executive be and the same is hereby received, accepted and placed on file and the following are hereby appointed as elected voting members to the Southern Tier Central Regional Planning and Development Board for terms commencing May 10, 2022 and expiring December 31, 2023:

Joseph Roman  
Judith Rowe,  
Kevin Meindl

and, be it further

RESOLVED, that the Chemung County Legislature does hereby confirm the aforementioned appointments by the County Executive to the Southern Tier Central Regional Planning and Development Board.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

### 22-215 **Resolution confirming appointment to the Chemung County Elmira Regional Civil Service Commission (Tranter)**

By: Chalk

Seconded by: Briggs

RESOLVED, that the written appointment of the County Executive be and the same is hereby received, accepted and placed on file and G. Thomas Tranter, Jr. is hereby appointed effective June 1, 2022 to the Chemung County Elmira Regional Civil Service Commission for a term to expire May 31, 2028; and, be it further

RESOLVED, that the Chemung County Legislature does hereby confirm the aforementioned appointment by the County Executive to the Chemung County Elmira Regional Civil Service Commission.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-216 **Resolution declaring various County-owned property as surplus**

By: Manchester

Seconded by: Briggs

RESOLVED, that pursuant to amended Resolution No. 81-130, the County property shown on Exhibit "A" attached hereto and made a part hereof be and the same is hereby declared surplus and no longer needed for public use and shall therefore be offered for sale; and, be it further

RESOLVED, that the conditions as stated in the aforementioned amended Resolution No. 81-130 and the Chemung County Purchasing Policy adopted by Resolution No. 16-352 relative to the sale of surplus property by the Purchasing Department on behalf of the County, and the application of funds, shall be complied with by the Purchasing Director and a report made to the Buildings and Grounds Committee of the results of the sale and application of the funds.

**SURPLUS ASSET LIST FOR LEGISLATURE APPROVAL**

Department Lookup	Asset ID	Asset Description	Model Number
BLDGS AND GRDS	NONE	OLD SNOWBLOWER	TRS32
BLDGS AND GRDS	NONE	SELF PROPELLED MOWER	999ES
BLDGS AND GRDS	NONE	PUSH MOWER	NO 14
BLDGS AND GRDS	18384	RIDING MOWER	425
BLDGS AND GRDS	240153	REFRIGERANT RECLAIM MACHINE	UNK
BLDGS AND GRDS	08697	REFRIGERANT RECLAIM MACHINE	UNK
BLDGS AND GRDS	240155	REFRIGERANT RECLAIM MACHINE	UNK
BLDGS AND GRDS	00467	DELTA 14 INCH BANDSAW	UNK
BLDGS AND GRDS	00463	ROCKWELL 8 INCH JOINER	UNK
BLDGS AND GRDS	NONE	SWEEPING ATTACHMENT	UNK
BLDGS AND GRDS	018187 1993	ALL TERRAIN VEHICLE	400
BLDGS AND GRDS	NONE	OLD ATV PLOW	UNK
BLDGS AND GRDS	NONE	OLD ALUMINUM ROWBOAT	
UNK			
BLDGS AND GRDS	NONE	PRESSURE WASHER	
45000283			
BLDGS AND GRDS	NONE	GAS POWERED LEAF BLOWER	
8G86C			
BLDGS AND GRDS	NONE	GAS POWERED LEAF BLOWER	UNK
BLDGS AND GRDS	NONE	CHIPPER/VACUUM	UNK
BLDGS AND GRDS	NONE	GAS POWERED BRUSH CUTTER	FS100
BLDGS AND GRDS	NONE	OLD ARMY TRAILER	
NONE			
BLDGS AND GRDS	NONE	MOUNTED 3-WHEELER TIRES	
25X12-9			



DISTRICT ATTORNEY	NONE	OLD COMPUTER CHAIR	UNK
DSS	NONE	OLD WOODEN DESK	UNK
EMERGENCY MGT	NONE	OLD PRINTER	T430
EMERGENCY MGT	16111	BROKEN GAS DETECTOR	GOLD
EMERGENCY MGT	NONE	FAX MACHINE	UNK
HEALTH DEPARTMENT	NONE	OLD DESKTOP COMPUTER	UNK

Department Lookup	Asset ID	Asset Description	Model Number
HEALTH DEPARTMENT	NONE	OLD COMPUTER MONITOR	UNK
LEGISLATURE	NONE	4 DRAWER FILING CABINET	NONE
LEGISLATURE	02425	4 DRAWER FILING CABINET	NONE
LEGISLATURE	02426	4 DRAWER FILING CABINET	NONE
LEGISLATURE	02213	4 DRAWER FILING CABINET	NONE
NURSING FACILITY	NONE	DESKTOP COMPUTER	UNK
NURSING FACILITY	NONE	OLD ID BADGE PRINTER	
DATA CARD			
NURSING FACILITY	NONE	DESKTOP COMPUTER	UNK
NURSING FACILITY	NONE	DESKTOP COMPUTER	UNK
NURSING FACILITY	NONE	DESKTOP COMPUTER	UNK
NURSING FACILITY	NONE	OLD ELECTRIC TYPEWRITER	UNK
NURSING FACILITY	NONE	BATTERY BACKUP	UNK

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-217

**Resolution authorizing Promotional Partner Agreement with Watkins Glen International on behalf of the Elmira Corning Regional Airport**

By: Sweet

Seconded by: Briggs

WHEREAS, the Director of the Elmira Corning Regional Airport (“ECRA”) has requested authorization to enter into a Promotional Partner Agreement with Watkins Glen International (“WGI”) for the provision by WGI of advertising and marketing services during the period May 1, 2022 through October 28, 2022 at an annual cost to the County of Chemung of \$10,600 (100% Small Communities Air Service Development Program [“SCASDP”] grant); and

WHEREAS, the County Executive and the Aviation Committee have recommended that the Chemung County Legislature approve this request; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to enter into a Promotional Partner Agreement with WGI for advertising and marketing services during the period May 1, 2022 through October 28, 2022 at an annual cost to the County of Chemung of \$10,600 (100% SCASDP grant), the terms and conditions of those agreements to be subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that this agreement shall be contingent upon the receipt by the County of the SCASDP funding in the amounts set forth in the Preamble to the Resolution and that upon

termination of all or any portion of the SCASDP funding the agreement authorized by this resolution shall become null and void and of no further force and effect without further action by this Legislature and those programs or services shall also terminate without further action by this Legislature; and, be it further

RESOLVED, that the agreement shall not be renewed, the initial term thereof extended, or the agreement amended without express consent by Resolution of this Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-218     **Resolution extending agreement with Sheen & Shine, Inc on behalf of the Elmira Corning Regional Airport (RFB-2064-R Interior and Exterior Cleaning of Terminal Windows)**

By: Sweet

Seconded by: Briggs

WHEREAS, pursuant to Resolution 19-416 the Chemung County Legislature awarded a bid to Sheen & Shine, Inc. ("S&S") for Interior and Exterior Cleaning of Terminal Windows on behalf of the Elmira Corning Regional Airport (RFB-2064-R) during 2019; and

WHEREAS, the Director of Aviation (the "Director") has requested that the agreement with S&S be extended for a third additional year under the Year 3 terms and conditions of the bid award at a cost of \$6,588 per cleaning (April/October) for an annual cost of \$13,176 during 2022; and

WHEREAS, the County Executive and the Aviation Committee have recommended that the Chemung County Legislature authorize the Director's request for a third, one-year extension of the original agreement with S&S; now, therefore, be it

RESOLVED, that the Chemung County Executive is hereby authorized and directed to execute an extended agreement with S&S, subject to the review and approval of the County Attorney, for interior and exterior cleaning of terminal windows at the Elmira Corning Regional Airport Terminal Building at a cost per cleaning of \$6,588 (\$13,176 annual cost) as duly set forth in original bid by S&S; and, be it further

RESOLVED, that the extended agreement shall not be renewed, the terms thereof further extended or the agreement amended without the express consent by Resolution by this Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-219     **Resolution authorizing agreement with Black Creek Integrated Systems Corporation on behalf of the Chemung County Sheriff (Level 1 Service Plan)**

By: Pastrick

Seconded by: Briggs

WHEREAS, the Chemung County Sheriff has requested authorization to enter into a level one service plan agreement with Black Creek Integrated Systems Corporation (“Black Creek”) at a total cost of \$18,832 during 2022 for maintenance of the Black Creek Electronic Security System (proprietary software system) presently installed at the Chemung County Jail; and

WHEREAS, the County Executive and the Corrections and Law Enforcement Committee have recommended the Chemung County Legislature approve this agreement; and

WHEREAS, the Black Creek Electronic Security System installed at the Chemung County Jail is proprietary to Black Creek and thus Black Creek is the sole source provider of maintenance to this software system; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to enter into the aforementioned software maintenance agreement with Black Creek at a total cost of \$18,832 during the period January 1, 2022 through December 31, 2022, the terms and conditions of this agreement to be subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that this agreement shall not be renewed, the initial term thereof extended, or the agreement amended without the express consent by Resolution of this Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-220

**Resolution authorizing Memorandum of Agreement between the Chemung County Department of Youth and Recreational Services and the ARC of Chemung-Schuyler (Summer Cohesion)**

By: Brennan

Seconded by: Briggs

WHEREAS, the Chemung County Director of Youth and Recreational Services has requested authorization to enter into a Memorandum of Agreement (“MOA”) with the ARC of Chemung-Schuyler (“ARC”) for the provision by ARC Summer Pals classroom within the Summer Cohesion Program (ADA Compliant Classroom) during 2022 in the amount of \$30,000 (\$18,600 State share, \$11,400 local share); and

WHEREAS, the County Executive and the Health and Human Services Committee have recommended that the Chemung County Legislature approve this request; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to execute an MOA with the ARC, subject to the review and approval of the County Attorney, for the provision by ARC Summer Pals classroom within the Summer Cohesion Program (ADA Compliant Classroom) during 2022 in the amount of \$30,000 (\$18,600 State share, \$11,400 local share); and, be it further

RESOLVED, that the MOA shall not be renewed, the initial term thereof extended, or amended, without the express consent by Resolution of this Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-221

**Resolution authorizing Various Provider Agreements with Qualified Individuals on behalf of the Chemung County Department of Social Services**

By: Brennan

Seconded by: Briggs

WHEREAS, the Chemung County Commissioner of Human Services, on behalf of the Department of Social Services, has requested authorization to enter into various Provider Agreements with for the provision of Qualified Individual services as required by the Federal Family First Prevention Services Act (“FFPSA”) at a total cost not to exceed \$10,000 (\$5,000 Federal share, \$2,500 State share, \$2,500 local share) during the period January 1, 2021 through December 31, 2022; and

WHEREAS, the County Executive and the Health and Human Services Committee have recommended that the Chemung County Legislature authorize the Commissioner’s request; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized to execute various Provider Agreements subject to the review and approval of the County Attorney, for the provision of Qualified Individual services as required by FFPSA at a total cost not to exceed \$10,000 (\$5,000 Federal share, \$2,500 State share, \$2,500 local share) during the period January 1, 2021 through December 31, 2022; and, be it further

RESOLVED, that these agreements shall not be renewed, the initial term thereof extended, or the agreement amended without the express consent by Resolution of this Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-222

**Resolution authorizing agreement with the Chemung County Humane Society and the Society for the Prevention of Cruelty to Animals, Inc. on behalf of the Chemung County Health Department (County Rabies Clinics)**

By: Brennan

Seconded by: Briggs

WHEREAS, the Chemung County Director of Public Health has proposed an agreement between the County of Chemung and the Chemung County Humane Society and the Society for the Prevention of Cruelty to Animals, Inc. (collectively the “SPCA”) commencing January 1, 2022 and terminating December 31, 2022 for the provision by the SPCA of a minimum of four (4) and a maximum of eight (8) rabies clinics at a total cost to the County of \$4,400 (100% State share); and

WHEREAS, the County Executive and the Health and Human Services Committee have recommended that the Chemung County Legislature approve this agreement; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to execute an agreement with SPCA for the provision by the SPCA of a minimum of four (4) and a maximum of eight (8) rabies clinics during 2022 at a total cost to the County of \$4,400 (100% State share), the terms and conditions of that agreement subject to the review and approval of the County Attorney; and be it further

RESOLVED, that the agreement shall not be renewed, the term thereof extended, or the agreement amended without the express consent by Resolution of this Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-223

**Resolution authorizing certain applications for and disbursement of Community Development Funds (Legislature)**

By: Manchester

Seconded by: Briggs

WHEREAS, the County Executive and the Budget Committee have recommended that the Chemung County Legislature approve certain applications for Community Development Projects which are eligible to receive Community Development Funds during 2022; now, therefore, be it

RESOLVED, that the Chemung County Legislature does hereby approve certain applications for Community Development Projects and authorizes the Chemung County Treasurer to disburse Community Development Funds pursuant to The Community Development Fund Disbursement Policy, adopted by Resolution 19-583, as follows:

<u>Municipality/Leg. District</u>	<u>Project</u>	<u>Amount</u>
Districts 1, 2, 3, 6, 7, 8, 11, 13	Vietnam Memorial Moving Wall	\$8,800
Big Flats Historical Society/Dist. 2	Brackets for Hometown Heroes Project	\$2,000

and, be it further

RESOLVED, that each of the recipients of the Community Development Funds authorized by this Resolution shall utilize those monies for the Project as submitted with the approved application.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

**AGREEMENTS**

22-224

**Resolution authorizing application for and acceptance of US Department of Transportation Federal Aviation Administration Grant on behalf of the Elmira Corning Regional Airport (Modifications to Outbound Baggage Belt)**

By: Sweet

Seconded by: Briggs

WHEREAS, the Director of Aviation, on behalf of the Elmira Corning Regional Airport has requested authorization to apply for and to accept a grant from the U.S. Department of Transportation Federal Aviation Administration (the “FAA”) for modifications to the outbound baggage belt (the “Project”) in an amount not to exceed \$2,750,000 (95% Federal share, 5% local share [PFC’s]); and

WHEREAS, the County Executive and the Aviation Committee have recommended that the Chemung County Legislature approve the application for and the acceptance of the aforementioned grant; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to apply for and to accept the grant for the Project in the amount of \$2,750,000 (95% Federal share, 5% local share [PFC’s]); and, be it further

RESOLVED, that upon termination of the Federal funding for any reason, the contract for the Project shall terminate without further action by this Legislature; and, be it further

RESOLVED, that the terms and conditions of the grant application and subsequent agreement shall be subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that the agreement shall not be renewed, the initial term thereof extended, or the grant agreement amended without express consent by Resolution of this Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-225

**Resolution extending agreement with Retterer & Sons on behalf of the Elmira Corning Regional Airport (RFB-2064-R Custodial Services, Terminal Building)**

By: Sweet

Seconded by: Briggs

WHEREAS, pursuant to Resolution 19-230 the Chemung County Legislature awarded a bid to Retterer & Sons (“Retterer”) for Custodial Services for the Terminal Building on behalf of the Elmira Corning Regional Airport (RFB-2064-R) during 2019 at a monthly cost of \$19,318 (\$231,826 annual cost); and

WHEREAS, the Director of Aviation (the “Director”) has requested that the agreement with Retterer be extended for a third additional year under the Year 3 terms and conditions of the bid award at a monthly cost of \$21,435 (\$257,223 annual cost) during 2022; and

WHEREAS, the County Executive and the Aviation Committee have recommended that the Chemung County Legislature authorize the Director’s request for a third, one-year extension of the original agreement with Retterer; now, therefore, be it

RESOLVED, that the Chemung County Executive is hereby authorized and directed to execute an extended agreement with Retterer, subject to the review and approval of the County

Attorney, for custodial services at the Elmira Corning Regional Airport Terminal Building at a monthly cost of \$21,435 (\$257,223 annual cost) as duly set forth in original bid by Retterer; and, be it further

RESOLVED, that the extended agreement shall not be renewed, the terms thereof further extended or the agreement amended without the express consent by Resolution by this Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-226     **Resolution authorizing Task Order No. 22 with McFarland Johnson on behalf of the Elmira Corning Regional Airport (Reconstruct Taxiway A Construction Administration Project)**

By: Sweet

Seconded by: Briggs

WHEREAS, the County of Chemung pursuant to the authorization set forth in Resolution 17-398 entered into a five-year agreement beginning July 1, 2017 with McFarland-Johnson, Inc. ("MJ") for engineering, design, planning, construction administration, and observation services for various Federal Aviation Administration ("FAA") Airport Improvement Projects at the Elmira Corning Regional Airport; and

WHEREAS, the Director of Aviation has advised the County Executive and this Legislature that Task Order No. 22 is for Construction Administration for Reconstruction of Taxiway A (the "Project") at a cost not to exceed \$165,747 (90% Federal share, 5% State share, 5% local share [PFC's]) for MJ's professional engineering and administrative services; and

WHEREAS, the County Executive and the Aviation Committee have recommended that the Chemung County Legislature approve the aforementioned Task Order No. 22 with MJ; now, therefore, be it

RESOLVED, that the County Executive be and he hereby is authorized to enter into, on behalf of the County, Task Order No. 22 with MJ as described above; and, be it further

RESOLVED, that the terms and conditions of the aforementioned Task Order to the agreement with MJ shall be subject to the review and approval of the County Attorney.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-227     **Resolution extending Upstate Quality Improvement and Caseload Reduction grant agreement with New York State Office of Indigent Legal Services on behalf of the Chemung County Public Defender and the Chemung County Public Advocate**

By: Pastrick

Seconded by: Briggs

WHEREAS, pursuant to Resolution No. 14-196, the County of Chemung ratified the acceptance of an Upstate Quality Improvement and Caseload Reduction Grant (the “Grant”) from the New York State Office of Indigent Legal Services (the “ILS”); and

WHEREAS, the Grant provided funding for certain staffing needs for both the Chemung County Public Defender and the Chemung County Public Advocate through December 31, 2016, which agreement was extended to by Resolution No.’s 16-468, 17-550, 19-341, and 21-195; and

WHEREAS, the ILS has approved another extension to this grant to December 31, 2022 with the ability to continue applying for yearly extensions as necessary to exhaust the funding; and

WHEREAS, Chemung County Public Advocate and the Chemung County Public Defender have requested authorization for the County to enter into an amended Grant agreement with the ILS to extend the Grant agreement in the amount of \$265,296.00 (100% State Share), Contract Number C600007 to December 31, 2022; and

WHEREAS, the County Executive and Corrections and Law Enforcement Committee have recommended that the Chemung County Legislature authorize the extension of the Grant; now, therefore, be it

RESOLVED, that the County Executive be and hereby is authorized and directed to enter into an amended agreement with the ILS to extend the terms and conditions of the Grant agreement to December 31, 2022; and, be it further

RESOLVED, that the terms and conditions of the amended agreement with the ILS shall be subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that the staffing positions funding by the Grant agreement are contingent upon the receipt of the State funding and upon termination of the State funding for any reason the positions shall also terminate without further action by this Legislature; and, be it further

RESOLVED, that the Grant agreement shall not be further extended, amended, or renewed without the express consent by Resolution of the Chemung County Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-228

**Resolution authorizing application for and acceptance of New York State Division of Homeland Security and Emergency Services 2021-2022 Public Safety Answering Point Operations Grant on behalf of the Chemung County Office of Fire and Emergency Management**

By: Pastrick

Seconded by: Briggs

WHEREAS, the Director of the Chemung County Office of Fire and Emergency Management has requested authorization to apply for and to accept funds from the New York State



Division of Homeland Security and Emergency Services 2021-2022 Public Safety Answering Point Operations Grant (the “Grant”) in the estimated amount of \$250,000 (100% State share) to offset some of the general operating costs of the E-911 Communications Center (the “Project”); and

WHEREAS, the County Executive and the Corrections and Law Enforcement Committee have recommended that the Chemung County Legislature approve the application for and the acceptance of the grant funds for the Project; now, therefore, be it

RESOLVED, that the County Executive be and hereby is authorized and directed to execute such documents as may be necessary to apply for and to accept the Grant funds in the estimated amount of \$250,000 (100% State share) for the Project more particularly described in the Preamble to this Resolution; and, be it further

RESOLVED, that upon receipt of the funding, the County Executive, in his discretion, is hereby authorized and directed to accept the same within budgetary appropriations for any local share; and, be it further

RESOLVED, that upon termination of the funding for any reason, all services, including personnel, shall also terminate without further action by this Legislature; and, be it further

RESOLVED, that the terms and conditions of the grant application and subsequent agreement shall be subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that the agreement shall not be renewed, the initial term thereof extended, or the grant agreement amended without express consent by Resolution of this Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-229     **Resolution authorizing application for and acceptance of 2021 Statewide Interoperable Communications Formula-Based Grant Program on behalf of the Chemung County Fire and Emergency Management**

By: Pastrick

Seconded by: Briggs

WHEREAS, the Director of the Chemung County Office of Fire and Emergency Management has requested authorization to apply for and to accept funds from the 2021 New York State Homeland Security and Emergency Services Statewide Interoperable Communications Grant (the “Grant”) in an amount not to exceed \$560,000 (100% State share) to purchase, maintain, and/or upgrade current E-911 communications infrastructure (the “Project”); and

WHEREAS, the County Executive and the Corrections and Law Enforcement Committee have recommended that the Chemung County Legislature approve the application for and the acceptance of the Grant for the Project; now, therefore, be it

RESOLVED, that the County Executive be and hereby is authorized and directed to execute such documents as may be necessary to apply for and to accept the Grant funds in an

amount not to exceed \$560,000 (100% State share) for the Project more particularly described in the Preamble to this Resolution; and, be it further

RESOLVED, that upon receipt of the funding, the County Executive, in his discretion, is hereby authorized and directed to accept the same within budgetary appropriations for any local share; and, be it further

RESOLVED, that in the event the County of Chemung does not receive the State funding or upon termination of all or any portion of the State funding for any reason for any of the Project, programs, or services to be paid by the Grant, that the Project, those programs, including personnel positions funded by the receipt of State funding, shall also terminate without further action by this Legislature; and, be it further

RESOLVED, that the terms and conditions of the grant applications and subsequent agreements shall be subject to the review and approval of the County Attorney.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-230     **Resolution authorizing application for and acceptance of funding from the New York State Division of Criminal Justice Services on behalf of the Chemung County Probation Department (Raise the Age)**

By: Pastrick

Seconded by: Briggs

WHEREAS, the Chemung County Director of Probation has requested authorization to apply for and to accept funding from the New York State Division of Criminal Justice Services, Office of Probation and Correctional Alternatives (“NYS”) in the amount of \$106,459 (100% State share) for the provision by the County of Chemung of probation services directly related to the implementation of Raise the Age legislation, including personnel, equipment, supplies, travel & subsistence (collectively the “Services) during the period April 1, 2021 through March 31, 2022; and

WHEREAS, the County Executive and the Corrections and Law Enforcement Committee have recommended that the Chemung County Legislature approve such request; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to make application for the aforementioned funding from NYS in the amount of \$106,459 (100% State share) for the provision by the County of Chemung of probation services directly related to the implementation of Raise the Age legislation, including personnel, equipment, supplies, travel & subsistence during the period April 1, 2021 through March 31, 2022; and, be it further

RESOLVED, that the County Executive is hereby authorized and directed to sign such necessary documents as may be required relative to said application in accordance with the statutes and laws applicable thereto, which application and documents shall be in such form and contain such terms and conditions as approved by the County Attorney; and, be it further

RESOLVED, that upon receipt of said grant, the County Executive, in his discretion, is hereby authorized and directed to accept the same within budgetary appropriations for the local share; and, be it further

RESOLVED, that the terms and conditions of the grant agreement shall be subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that in the event the County of Chemung does not receive the State funding in the amount set forth in the Preamble to this Resolution for the Raise the Age Program, all benefits and services provided for the Program, including personnel, shall terminate without further action by this Legislature; and, be it further

RESOLVED, that this agreement shall not be renewed, the initial term thereof extended, or the agreement amended without the express consent by Resolution of this Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-231

**Resolution authorizing application for and acceptance of New York State Division of Homeland Security and Emergency Services 2022 Statewide Interoperable Communications Grant Program (Targeted Grant Program)**

By: Pastrick

Seconded by: Briggs

WHEREAS, the Director of the Chemung County Office of Fire and Emergency Management has requested authorization to apply for and to accept funds from the 2022 New York State Homeland Security and Emergency Services Statewide Interoperable Communications Grant (the "Grant") in an amount not to exceed \$6,000,000 (100% State share) to purchase, maintain, and/or upgrade current E-911 communications infrastructure (the "Project"); and

WHEREAS, the County Executive and the Corrections and Law Enforcement Committee have recommended that the Chemung County Legislature approve the application for and the acceptance of the Grant for the Project; now, therefore, be it

RESOLVED, that the County Executive be and hereby is authorized and directed to execute such documents as may be necessary to apply for and to accept the 2022 grant funds in an amount not to exceed \$6,000,000 (100% State share) for the Project more particularly described in the Preamble to this Resolution; and, be it further

RESOLVED, that upon receipt of the funding, the County Executive, in his discretion, is hereby authorized and directed to accept the same within budgetary appropriations for any local share; and, be it further

RESOLVED, that in the event the County of Chemung does not receive the State funding or upon termination of all or any portion of the State funding for any reason for any of the Project, programs, or services to be paid by the Grant, that the Project, those programs, including personnel positions funded by the receipt of State funding, shall also terminate without further action by this Legislature; and, be it further

RESOLVED, that the terms and conditions of the grant applications and subsequent agreements shall be subject to the review and approval of the County Attorney.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-232     **Resolution authorizing agreement with the Southside Community Center on behalf of the Chemung County Department of Youth and Recreational Services**

By: Brennan

Seconded by: Briggs

WHEREAS, the Director of the Chemung County Department of Youth and Recreational Services has requested approval of an agreement with the Southside Community Center for after-school supervised activities for area youth for a three-year period beginning January 1, 2022 and terminating December 31, 2024 at a cost of \$56,000 annually (\$35,672 State share, \$10,164 local share, \$10,164 United Way); and

WHEREAS, the County Executive and the Health and Human Services Committee have recommended that the Chemung County Legislature approve the agreement, now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to execute a three-year agreement with the Southside Community Center for the provision of after-school supervised activities for area youth during the period January 1, 2022 through December 31, 2024 at an annual cost of \$56,000 (\$35,672 State share, \$10,164 local share, \$10,164 United Way), the terms and conditions of that agreement to be subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that upon termination of either the State or United Way funding for any reason the agreement with the Southside Community Center authorized by this resolution shall become null and void and of no further force and effect without further action by this Legislature and those programs or services, including personnel positions funded by the receipt of Federal or State monies, shall also terminate without further action by this Legislature; and, be it further

RESOLVED, that the agreement shall not be renewed, the term thereof extended, or the agreement amended without the express consent by Resolution of this Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-233     **Resolution authorizing Memorandum of Understanding with the Elmira City School District on behalf of the Chemung County Departments of Social Services and Mental Hygiene - Children's Integrated Services**

By: Brennan

Seconded by: Briggs

WHEREAS, the Chemung County Commissioner of Human Services has requested a Memorandum of Understanding (“MOU”) with the Elmira City School District (“ECSD”) for the provision of various services, including, but not limited to, four (4) Children’s Integrated Service Facilitators, Therapeutic School-based Mental Health, Children’s Integrated Services Worker Program, Youth Advocate Program, and SPOT Program - SafeZones during 2022 at a cost not to exceed \$522,743, which is reimbursed to the County of Chemung by the ECSD; and

WHEREAS, the County Executive and the Health and Human Services Committee have recommended that the Chemung County Legislature approve the MOU; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to execute the MOU with the ECSD as outlined in the Preamble to this Resolution, the terms and conditions of that MOU to be subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that upon termination of the funding for the Programs or any of the services to be contracted for, that the program or services, including personnel positions, shall also terminate without further action by this Legislature; and, be it further

RESOLVED, that this MOU shall not be renewed, amended, or the initial term thereof extended without the express consent by Resolution of this Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-234

**Resolution authorizing agreement with Family Services of Chemung County on behalf of the Chemung County Departments of Social Services and Mental Hygiene**

By: Brennan

Seconded by: Briggs

WHEREAS, the Chemung County Commissioner of Human Services has requested authorization to enter into an agreement with Family Services of Chemung County, Inc. (“FS”) for the provision by FS of various services on behalf of the Departments of Social Services and Mental Hygiene (Children’s Integrated Services division) at a cost not to exceed \$1,432,492 (\$53,652.04 Federal share, \$1,195,024.36 State share, \$183,815.60 local share) during the period January 1, 2022 through December 31, 2022; and

WHEREAS, the County Executive and the Health and Human Services Committee have recommended that the Chemung County Legislature approve this request; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to execute an agreement with FS, the terms and condition of that agreement to be subject to the review and approval of the County Attorney, for the various services to be provided on behalf of the Departments of Social Services and Mental Hygiene by FS at a cost not to exceed \$1,432,492 (\$53,652.04 Federal share, \$1,195,024.36 State share, \$183,815.60 local share) during the period January 1, 2022 through December 31, 2022; and, be it further

RESOLVED, that the agreement with FS is subject to an condition upon the receipt by the County of Chemung of the Federal and State monies in the amounts referred to in the Preamble to this Resolution and in the event the County of Chemung does not receive the Federal or State monies more particularly described in the Preamble to this Resolution, the agreement with FS shall be of no force and effect and shall terminate without further action by this Legislature; and, be it further

RESOLVED, that this agreement shall not be renewed, the initial term thereof extended, or amended, without the express consent by Resolution of this Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-235

**Resolution authorizing acceptance of Pandemic Emergency Assistance Program funds from the New York State Office of Temporary and Disability Assistance on behalf of the Chemung County Department of Social Services**

By: Brennan

Seconded by: Briggs

WHEREAS, funds are available from the New York State Office of Temporary and Disability Assistance Federal Pandemic Emergency Assistance Program (“NYS”), to the County of Chemung to be used to contract for services to families in Chemung County requiring financial assistance for the cost of diapers for children under the age of three and for multi-generational food payments in which households with adults over fifty-five years of age are eligible to purchase additional food to improve their economic security and well-being (collectively the “Services”), during the period January 1, 2022 through December 31, 2022; and

WHEREAS, the Commissioner of Human Services has requested authorization to accept funds in the amount of \$261,020 (100% Federal share) from NYS; and

WHEREAS, the County Executive and the Health and Human Services Committee have recommended that the Chemung County Legislature approve the acceptance of such funding; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to accept funding from NYS in the amount of \$261,020 (100% Federal share) for the Services to be provided during the period January 1, 2022 through December 31, 2022; and, be it further

RESOLVED, that the Services shall be contingent upon receipt by the County of the Federal funding in the amount set forth in the preamble to this Resolution and that in the event the County does not receive the Federal funding or upon termination of all or any portion of the Federal funding for any reason for any of the programs or services to be contracted for, that those programs or services, including personnel positions funded by the receipt of State monies, shall also terminate without further action by this Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-236 **Resolution authorizing agreement with Catholic Charities, Inc. on behalf of the Chemung County Departments of Social Services and Mental Hygiene**

By: Brennan

Seconded by: Briggs

WHEREAS, Commissioner of Human Services has requested authorization to enter into an agreement with Catholic Charities, Inc. ("CC") for the provision of various services on behalf of the Chemung County Departments of Social Services and Mental Hygiene during the period January 1, 2022 through December 31, 2022 at a total cost of \$1,531,942 (\$424,716 Federal share, \$1,012,092 State share, \$95,134 local share); and

WHEREAS, the County Executive and the Health and Human Services Committee have recommended that the Chemung County Legislature approve this request; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to enter into an agreement with CC for the provision of various services to the County of Chemung at a cost \$1,531,942 (\$424,716 Federal share, \$1,012,092 State share, \$95,134 local share) of during the period January 1, 2022 through December 31, 2022; and, be it further

RESOLVED, that the terms and conditions of the agreement shall be subject to the review and approval of the County Attorney, and be it further

RESOLVED, that the execution of the agreement with Catholic Charities, Inc. is subject to and conditioned upon the receipt by the County of Chemung of the Federal and State monies referred to in the Preamble to this Resolution and in the event the County of Chemung does not receive the Federal or State monies in the amounts more particularly described in the Preamble to this Resolution, the agreement with Catholic Charities, Inc. shall be of no force and effect and shall terminate without further action by this Legislature; and, be it further

RESOLVED, that the agreement shall not be renewed, the initial term thereof extended, or the agreement amended without express consent by Resolution of this Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-237 **Resolution authorizing various agreements for Coroner Services on behalf of the Chemung County Health Department (Coroner's Program)**

By: Brennan

Seconded by: Briggs

WHEREAS, the Chemung County Director of Public Health (the "Director") has requested authorization to enter into agreements with various providers of Coroner/Medical Examiner and Death Investigation Services for the Chemung County Coroner's Program during 2022 at a cost of \$341,800; and

WHEREAS, the County Executive and the Health and Human Services Committee have recommended that the Chemung County Legislature authorize the Director's request; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to execute agreements with various providers of Coroner/Medical Examiner and Death Investigation Services, subject to the review and approval of the County Attorney, during the period January 1, 2022

through December 31, 2022 at a cost of \$341,800; and, be it further

RESOLVED, that these agreements shall not be renewed, the initial term thereof extended or the agreements amended without the express consent by Resolution of this Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-238

**Resolution authorizing various Service Provider Agreements on behalf of the Chemung County Health Department (Home Health Agency)**

By: Brennan

Seconded by: Briggs

WHEREAS, the Chemung County Director of Public Health, on behalf of the Chemung County Home Health Agency has requested authorization to enter into various service provider agreements during 2022; and

WHEREAS, the County Executive and the Health and Human Services Committee have recommended the Legislature approve these agreements; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to enter into agreements with the various service providers during the period January 1, 2022 through December 31, 2022, listed on Exhibit "A" attached hereto and made a part hereof, the terms and conditions of which shall be subject to the approval of the County Attorney, in the total amount of \$786,500 (45% Federal share, 45% State share, 10% local share); and, be it further

RESOLVED, that upon termination of either the Federal or State funding for any reason the service provider agreements authorized by this resolution shall become null and void and of no further force and effect without further action by this Legislature and those programs or services, including personnel positions funded by the receipt of Federal or State monies, shall also terminate without further action by this Legislature; and, be it further

RESOLVED, that these agreements shall not be renewed, the initial term thereof extended or the agreements amended without the express by Resolution of this Legislature.

Exhibit "A"

<u>Contractor</u>	<u>Services</u>	<u>Amount</u>
Homemakers of WNY	Aide Services	\$ 15,000.00
Courtney Aronstam, LSLP	Therapy Services	\$ 20,000.00
Press Ganey Associates	Regulations Subscription	\$ 1,500.00
Family Services	Aide Services	\$ 35,000.00
Mary Holland, LSLP	Therapy Services	\$ 15,000.00
Netsmart	Electronic Health Record System	\$ 75,000.00
Stacie Jerzak, LMSW	Therapy Services	\$ 10,000.00
Synergy, PT/OT	Therapy Services	\$550,000.00
iMark	Billing	<u>\$ 65,000.00</u>
Total		\$786,500.00

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs,*



*McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-239 **Resolution authorizing agreements for various Public Health Programs on behalf of the Chemung County Health Department**

By: Brennan

Seconded by: Briggs

WHEREAS, the Chemung County Public Health Director, on behalf of the Chemung has requested authorization to enter into agreements for various Public Health Programs (the “Programs”) during 2022; and

WHEREAS, the County Executive and the Health and Human Services Committee have recommended the Legislature approve these agreements; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to enter into agreements with the service providers for the Programs during the period January 1, 2022 through December 31, 2022, listed on Exhibit “A” attached hereto and made a part hereof, the terms and conditions of which shall be subject to the approval of the County Attorney, in the total amount of \$51,225 (45% Federal share, 45% State share, 10% local share); and, be it further

RESOLVED, that upon termination of either the Federal or State funding for any reason the service provider agreements authorized by this resolution shall become null and void and of no further force and effect without further action by this Legislature and those programs or services, including personnel positions funded by the receipt of Federal or State monies, shall also terminate without further action by this Legislature; and, be it further

RESOLVED, that these agreements shall not be renewed, the initial term thereof extended or the agreements amended without the express by Resolution of this Legislature.

Exhibit “A”

<u>Contractor</u>	<u>Services</u>	<u>Amount</u>
Fagan Engineers	Environmental Engineering	\$ 6,000.00
Hunt Engineers	Environmental Engineering	\$ 6,000.00
Lenhart, Terence MD	Medical Director	\$17,500.00
S2AY Rural Health Network	Emergency Preparedness	\$18,225.00
Microbac Labs, ALS Group	Water Testing	\$ 2,000.00
Stericycle	Hazardous Water	<u>\$ 1,500.00</u>
Total		\$51,225.00

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-240 **Resolution authorizing agreements with Contracted Service Providers on behalf of the Chemung County Health Department (Women Infants & Children Program)**

By: Brennan

Seconded by: Briggs

WHEREAS, the Chemung County Public Health Director has requested authorization to enter into service provider agreements for various public health programs during 2022; and

WHEREAS, the County Executive and the Health and Human Services Committee have recommended the Legislature approve these agreements; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to enter into agreements with the various service providers during the period January 1, 2022 through December 31, 2022, listed on Exhibit "A" attached hereto and made a part hereof, the terms and conditions of which shall be subject to the approval of the County Attorney, in the total amount of \$29,300 (100% State share); and, be it further

RESOLVED, that upon termination of the State funding for any reason the service provider agreements authorized by this resolution shall become null and void and of no further force and effect without further action by this Legislature and those programs or services, including personnel positions funded by the receipt of State monies, shall also terminate without further action by this Legislature; and, be it further

RESOLVED, that these agreements shall not be renewed, the initial term thereof extended or the agreements amended without the express by Resolution of this Legislature.

Exhibit "A"

<u>Contractor</u>	<u>Service</u>	<u>Amount</u>
Maglio	Breast Feeding Counselor	\$13,750.00
Roberson	Breast Feeding Counselor	\$13,500.00
Educational Messaging Services	Electronic Messaging Services	<u>\$ 1,800.00</u>
Total		\$29,300.00

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-241 **Resolution authorizing agreement with S2AY Rural Health Network on behalf of the Chemung County Health Department**

By: Brennan

Seconded by: Briggs

WHEREAS, the Director of the Chemung County Health Department has requested authorization to enter into an agreement with the S2AY Rural Health Network ("S2AY") for the provision by S2AY of communications and coordination support of activities related to New York State Public Health Corps Fellowship Program during the period January 1, 2022 through December 31, 2022 at a cost not to exceed \$620,000 (100% State share); and

WHEREAS, the County Executive and the Health and Human Services Committee have recommended that the Chemung County Legislature approve this agreement; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to execute an agreement with the S2AY for the provision by S2AY of communications and coordination support of activities related to New York State Public Health Corps Fellowship Program during the period January 1, 2022 through December 31, 2022 at a cost not to exceed \$620,000 (100% State share); and, be it further

RESOLVED, that the agreement with S2AY is contingent upon the receipt by the County of Chemung of the State funding in the amounts set forth in the Preamble to this resolution and in the event the County does not receive all of the State funding the contract with S2AY Network shall become null and void without any further action by this Legislature; and

RESOLVED, that the terms and conditions of the agreement shall be subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that this agreement shall not be renewed, the term thereof extended, or the agreement amended without the express consent by Resolution of this Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-242

**Resolution authorizing application for and acceptance of a New York State Community Development Block Grant on behalf of the Chemung County Planning Department (calling for initial public hearing June 6, 2022)**

By: Manchester

Seconded by: Briggs

WHEREAS, the Chemung County Planning Commissioner has requested authorization to apply for and to accept funding in an amount up to \$300,000 through the New York State Office of Community Renewal Community Development Block Grant ("CDBG") Program; and

WHEREAS, two public hearings are required by the grant process to solicit public comment on any eligible housing, economic development, public facility, public infrastructure, or planning activities with the principle purpose of benefitting low/moderate income persons; and

WHEREAS, the County Executive and the Multi-Services Committee have recommended the County apply for and accept the CDBG and hold any public hearings required as part of that process; and

WHEREAS, an initial public hearing must be held prior to the submission of the CDBG application and provide an overview of the CDBG Program affording the opportunity for citizen's views; and

WHEREAS, that initial public hearing will be held on June 6, 2022 at 6:55 p.m. in the Chambers of the Chemung County Legislature, 5<sup>th</sup> Floor, Hazlett Building, 203 Lake Street, Elmira, New York to provide an overview of the CDBG Program; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to sign such documents as may be necessary to complete and file the CDBG application in accordance with the statutes and laws applicable thereto, which documents shall be in such form and contain such terms and conditions as approved by the County Attorney; and, be it further

RESOLVED, that upon receipt of the funding, the County Executive, in his discretion, is hereby authorized and directed to accept the same within budgetary appropriations for any local share upon apprising the Chemung County Legislature of the action; and, be it further

RESOLVED, that the terms and conditions of the grant agreement shall be subject to the review and approval of the County Attorney; and be it further

RESOLVED, that upon termination of any Federal or State funding, or any or all of the grant funds, the authorization provided by this Resolution will expire and all benefits and services, including personnel, shall terminate without further action by this Legislature; and, be it further

RESOLVED, that the grant agreement shall not be renewed, the initial term thereof extended, or the grant agreement amended without the express consent by Resolution of this Legislature; and be it further

RESOLVED, that a second public hearing will be held relative to the proposed grant application to provide an overview of the specific project (TBD) that public hearing to be held in the Chambers of the Chemung County Legislature, 5<sup>th</sup> Floor, Hazlett Building, 203 Lake Street, Elmira, New York at a date and time to be determined, and, be it further

RESOLVED, that a Notice of Public Hearing for each hearing shall be published in the official newspapers of the County of Chemung as provided by law.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-243

**Resolution authorizing agreement with Industrial Appraisal Company on behalf of the Chemung County Department of Central Services (RFP-2333 - valuation of County owned real property and building contents)**

By: Manchester

Seconded by: Briggs

WHEREAS, pursuant to RFP-2333, proposals were received and reviewed on February 24, 2022 for the valuation of Chemung County owned real property with option for valuation of building contents; and

WHEREAS, the Chemung County Director of Central Services and the Director of Purchasing (the “Directors”) have determined that the proposal submitted by Industrial Appraisal Company (“IAC”) is fully satisfactory in terms of professional competency, capacity, and responsiveness; and

WHEREAS, the Chemung County Director of Central Services has requested authorization to

enter into an agreement with IAC to conduct a professional appraisal of the valuation of County-owned real property and the valuation of the contents of County-owned or utilized buildings in order to comply with insurance regulations; and

WHEREAS, the County Executive and the Budget Committee have recommended that the Chemung County Legislature approve this agreement with IAC; now, therefore, be it

RESOLVED, that the County Executive be and he hereby is authorized and directed to enter into an agreement with IAC to conduct an onsite appraisal as more particularly outlined in the Preamble to this Resolution during 2022 at a cost of \$40,100 and to update the appraisal one time at a cost of \$5,000; and, be it further

RESOLVED, that the agreement shall be subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that the agreement shall not be renewed, the initial term thereof extended, or the agreement amended without the express consent by Resolution of this Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

## TREASURER AND REAL PROPERTY

### 22-244 **Resolution authorizing transfers and appropriations by the County Executive**

By: Manchester

Seconded by: Chalk

RESOLVED, that the County Treasurer is hereby authorized and directed to transfer the following designated amounts, and to create the following revenue and appropriation accounts with the following amount, to wit:

#### 2021 Transfers:

\$9,053.00 from 10 1990 1990 50408 Contingency  
To 10 3120 3150 50439 Ambulance

\$22,294.00 from 10 1162 1110 50408 County Court  
To 10 1162 1135 50408 Supreme Court

\$50.00 from 10 1990 1990 50408 Contingency  
To 10 8025 50502 99 STCRP&DB

\$13,885.00 from 10 9710 50600 Bond Principal  
To 10 9710 50700 Bond Interest

\$47,135.00 from 10 1990 1990 50408 Contingency  
To 10 9710 50700 Bond Interest

\$2,591.00 from 10 6772 6772 50512 Senior Games  
To 10 6772 6772 50426 Food Expenses

2021 Appropriations:

Inc. Rev. Acct. 10 1345 1345 44000 FEMA Reimbursement	\$2,750.00
Inc. App. Acct. 10 1345 1345 50403 Supplies	\$2,750.00
Inc. Rev. Acct. 10 1345 1346 44000 Federal Grants – FEMA	\$49,409.00
Inc. App. Acct. 10 1345 1346 50403 Supplies	\$49,409.00
Inc. Rev. Acct. 10 2490 42238 Community College Chargebacks	\$76,340.00
Inc. App. Acct. 10 2490 50408 College Tuition	\$76,340.00
Inc. Rev. Acct. 10 6420 42797 Other Local Government – Rev.	\$73.00
Inc. App. Acct. 10 6420 50418 Gasoline	\$73.00
Inc. Rev. Acct 10 6772 6772 44772 Fed. Aid Programs for Aging	\$57,298.00
Inc. App. Acct. 10 6772 6772 50408 Contracts	\$20,183.00
Inc. App. Acct. 10 6772 6772 50426 Food Expenses	\$37,115.00

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-245 **Resolution amending Capital Program as contained in the 2022 Chemung County Budget (snow removal equipment)**

By: Manchester

Seconded by: Chalk

WHEREAS, the Director of Budget and Research has advised this Legislature that the Capital Program of the County of Chemung as contained in the 2022 Chemung County Budget adopted by the Chemung County Legislature on December 6, 2021, should be revised to include additional funding in the amount of \$98,735 (90% Federal share, 5% State share, 5% local share [PFC's]) for RFB-2409, Snow Removal Equipment (the "Equipment"); and

WHEREAS, the County Executive and the Budget Committee have recommended that the Chemung County Legislature include the Project costs within the 2022 Capital Program; now, therefore, be it

RESOLVED, that the Chemung County Legislature does hereby approve the amendment of the Capital Program of the County of Chemung as contained in the 2022 Chemung County Budget adopted on December 6, 2021 to include the Equipment at cost of \$1,098,735; and, be it further

RESOLVED, that the acquisition of any equipment or the undertaking of any Project as contained in the 2022 Capital Program, as amended, must comply with all provisions of Section 103 of the General Municipal Law, all provisions of the State Environmental Quality Review Act, the policies of the County as they relate to the purchase of equipment and procurement of services by the County, and the laws, rules and regulations governing the borrowing of monies by the County to pay for capital acquisitions.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

## BONDING

## ADVERTISING FOR/AWARDING BIDS

22-246

### **Resolution awarding bid to Tracey Road Equipment on behalf of the Elmira Corning Regional Airport (RFB-2409, Airport Snow Removal Equipment)**

By: Sweet

Seconded by: Smith

WHEREAS, sealed bids, pursuant to RFB-2409, were received and opened on March 31, 2022 for Airport Snow Removal Equipment (the "Equipment"); and

WHEREAS, the Director of Aviation and the Director of Purchasing have recommended the acceptance of the lowest responsible bid meeting all bid specifications for the Equipment; and

WHEREAS, the County Executive and the Aviation Committee have reviewed the bid specifications, the bids submitted, the recommendations of the Directors and they all recommend the Chemung County Legislature award the bid to the lowest responsible bidder meeting all bid specifications for the Equipment i.e., Tracey Road Equipment ("Tracey"), as more particularly described in the bid submitted by Tracey; now, therefore, be it

RESOLVED, that the Chemung County Legislature does hereby find that Tracey is the lowest responsible bidder meeting all bid specifications for the Equipment; and, be it further

RESOLVED, that the County Executive is hereby authorized and directed to enter into an agreement with Tracey for the Equipment as more specifically set forth in the bid submitted by Tracey; and, be it further

RESOLVED, that the terms and conditions of the agreement between the County of Chemung and Tracey shall be subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that the agreement shall not be renewed, the initial term thereof extended, or the agreement amended without express consent by Resolution of this Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-247 **Resolution awarding bid to Dalrymple Gravel & Contracting, Co., Inc. on behalf of the Elmira Corning Regional Airport (RFB-2398, Reconstruction of Taxiway A)**

By: Sweet

Seconded by: Smith

WHEREAS, sealed bids, pursuant to RFB-2398, were received and opened on April 1, 2022 for the reconstruction of Taxiway A (the "Project"); and

WHEREAS, the Director of Aviation and McFarland Johnson, the Project Engineer have recommended the acceptance of the lowest responsible bid meeting all bid specifications for the Project; and

WHEREAS, the County Executive and the Aviation Committee have reviewed the bid specifications, the bids submitted, the recommendations of the Director and the Project Engineer and they all recommend the Chemung County Legislature award the bid to the lowest responsible bidder meeting all bid specifications for the Project i.e., Dalrymple Gravel & Contracting Co., Inc. ("Dalrymple"), as more particularly described in the bid submitted by Dalrymple; now, therefore, be it

RESOLVED, that the Chemung County Legislature does hereby find that Dalrymple is the lowest responsible bidder meeting all bid specifications for the Project; and, be it further

RESOLVED, that the County Executive is hereby authorized and directed to enter into an agreement with Dalrymple for the Project as more specifically set forth in the bid submitted by Dalrymple; and, be it further

RESOLVED, that the terms and conditions of the agreement between the County of Chemung and Dalrymple shall be subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that the agreement shall not be renewed, the initial term thereof extended, or the agreement amended without express consent by Resolution of this Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-248 **Resolution authorizing Purchase Agreement with Hillyard, Inc. on behalf of the Elmira Corning Regional Airport (Ride-on Sweeper)**

By: Sweet

Seconded by: Smith

WHEREAS, the Director of Aviation on behalf of the Elmira Corning Regional Airport has requested authorization to enter into a Purchase Agreement with Hillyard, Inc. utilizing NYS Office



of General Services Contract PC67229, Group 39000, Award 22918-E\*, EE, ES, RA, PGB-2418 for purchase of a Ride-on Sweeper (the "Equipment") at a cost not to exceed \$48,424.41 (90% Federal share, 5% State share, 5% local share [PFC's]); and

WHEREAS, the County Executive, the Aviation Committee have recommended that the Chemung County Legislature approve the purchase of the Equipment pursuant to NYS Office of General Services Contract PC67229, Group 39000, Award 22918-E\*, EE, ES, RA, PGB-2418; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to enter into an agreement with Hillyard, Inc. for the equipment at a cost not to exceed \$48,424.41 (90% Federal share, 5% State share, 5% local share [PFC's]) pursuant to NYS Office of General Services Contract PC67229, Group 39000, Award 22918-E\*, EE, ES, RA, PGB-2418 as more particularly described in the Preamble to this Resolution; and, be it further

RESOLVED, that the terms and conditions of the agreement with Hillyard, Inc. is subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that this agreement shall not be renewed, the initial term thereof extended or the agreement amended without the express consent by Resolution of this Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-249

**Resolution authorizing Purchase Agreement with Deer & Company and CNH Industries of America, LLC on behalf of the Elmira Corning Regional Airport (Tractor and Flail)**

By: Sweet

Seconded by: Smith

WHEREAS, the Director of Aviation on behalf of the Elmira Corning Regional Airport has requested authorization to enter into a Purchase Agreement with Deer & Company and CNH Industries of America, LLC utilizing NYS Office of General Services Contract PC69378 & PC69383, Group 40625, Award PGB-22792 for purchase of a Tractor and Flail (the "Equipment") at a cost not to exceed \$171,685.48 (90% Federal share, 5% State share, 5% local share [PFC's]); and

WHEREAS, the County Executive, the Aviation Committee have recommended that the Chemung County Legislature approve the purchase of the Equipment pursuant to NYS Office of General Services Contract PC69378 & PC69383, Group 40625, Award PGB-22792; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to enter into an agreement with Deer & Company and CNH Industries of America, LLC for the equipment at a cost not to exceed \$171,685.48 (90% Federal share, 5% State share, 5% local share [PFC's]) pursuant to NYS Office of General Services Contract PC69378 & PC69383, Group 40625, Award PGB-22792 as more particularly described in the Preamble to this Resolution; and, be it further

RESOLVED, that the terms and conditions of the agreement with Deer & Company and CNH Industries of America, LLC is subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that this agreement shall not be renewed, the initial term thereof extended or the agreement amended without the express consent by Resolution of this Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-250

**Resolution authorizing Purchase Agreement with Deer & Company and CNH Industries of America, LLC on behalf of the Elmira Corning Regional Airport (Case Excavator)**

By: Sweet

Seconded by: Smith

WHEREAS, the Director of Aviation on behalf of the Elmira Corning Regional Airport has requested authorization to enter into a Purchase Agreement with Deer & Company and CNH Industries of America, LLC utilizing NYS Office of General Services Contract PC69378 & PC69383, Group 40625, Award PGB-22792 for purchase of a Case Excavator (the "Equipment") at a cost not to exceed \$88,000 (90% Federal share, 5% State share, 5% local share [PFC's]); and

WHEREAS, the County Executive, the Aviation Committee have recommended that the Chemung County Legislature approve the purchase of the Equipment pursuant to NYS Office of General Services Contract PC69378 & PC69383, Group 40625, Award PGB-22792; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to enter into an agreement with Deer & Company and CNH Industries of America, LLC for the equipment at a cost not to exceed \$88,000 (90% Federal share, 5% State share, 5% local share [PFC's]) pursuant to NYS Office of General Services Contract PC69378 & PC69383, Group 40625, Award PGB-22792 as more particularly described in the Preamble to this Resolution; and, be it further

RESOLVED, that the terms and conditions of the agreement with Deer & Company and CNH Industries of America, LLC is subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that this agreement shall not be renewed, the initial term thereof extended or the agreement amended without the express consent by Resolution of this Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-251

**Resolution awarding bid to Window Specialist, Inc. on behalf of the Chemung County Department of Buildings and Grounds (RFB-2406, HRC**

## **Window Replacement Project Phase II)**

By: Manchester

Seconded by: Smith

WHEREAS, sealed bids, pursuant to RFB-2406, were received and opened on April 7, 2022 for the HRC Window Replacement Project Phase III (the “Project”); and

WHEREAS, the Superintendent of Buildings and Grounds and Hunt Engineers, the Project Engineer, have recommended the acceptance of the lowest responsible bid meeting all bid specifications for the Project; and

WHEREAS, the County Executive and the Buildings and Grounds Committee have reviewed the bid specifications, the bids submitted, the recommendations of the Superintendent and the Project Engineer and they all recommend the Chemung County Legislature award the bid to the lowest responsible bidder meeting all bid specifications for the Project i.e., Window Specialist, Inc. (“WS”), as more particularly described in the bid submitted by WS; now, therefore, be it

RESOLVED, that the Chemung County Legislature does hereby find that WS is the lowest responsible bidder meeting all bid specifications for the Project; and, be it further

RESOLVED, that the County Executive is hereby authorized and directed to enter into an agreement with WS for the Project as more specifically set forth in the bid submitted by WS; and, be it further

RESOLVED, that the terms and conditions of the agreement between the County of Chemung and WS shall be subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that the agreement shall not be renewed, the initial term thereof extended, or the agreement amended without express consent by Resolution of this Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-252

## **Resolution authorizing Purchase Agreement with Emergent Devices on behalf of the Chemung County Sheriff's Office (Narcan)**

By: Pastrick

Seconded by: Smith

WHEREAS, the Chemung County Sheriff has requested authorization to enter into a Purchase Agreement with Emergent Devices (“ED”) utilizing MMCAP contract MMS2000303, PGB – 2352 for the purchase of Naloxone HCL Nasal Spray (Narcan) at a price of \$850.80 per case of 12 carton for a total cost of \$10,209.60; and

WHEREAS, the County Executive, the Corrections and Law Enforcement Committee have recommended that the Chemung County Legislature approve the purchase of the Narcan pursuant

to MMCAP contract MMS2000303, PGB – 2352; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to enter into an agreement with ED for the Narcan at a cost not to exceed \$10,209.60 pursuant utilizing MMCAP contract MMS2000303, PGB – 2352 as more particularly described in the Preamble to this Resolution; and, be it further

RESOLVED, that the terms and conditions of the agreement with ED is subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that this agreement shall not be renewed, the initial term thereof extended or the agreement amended without the express consent by Resolution of this Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-253     **Resolution rejecting all bids received for RFB-2391 and authorizing the re-advertisement for bids on behalf of the Chemung County Department of Public Works (concrete box culverts)**

By: Strange

Seconded by: Smith

WHEREAS, the Chemung County Commissioner of Public Works (the “Commissioner”) has requested that all bids received in response to RFB-2391 for concrete box culverts (the “Services”) opened on March 17, 2022 on behalf of the Chemung County Department of Public Works be and the same hereby are rejected; and

WHEREAS, the County Executive and the Highway Committee have recommended that the Chemung County Legislature approve the request of the Commissioner to reject the bids received and to authorize re-advertisement for bids for the Services; now, therefore, be it

RESOLVED, that the Chemung County Legislature does hereby reject any and all bids received pursuant to RFB-2391 for the Services; and, be it further

RESOLVED, that the Purchasing Director is hereby authorized to advertise for sealed bids for the Services on behalf of the Chemung County Department of Public Works, which bids shall be advertised as required by law, and opened and read by the Purchasing Director or her designee in conformity with statutes applicable thereto at her office or other designated location in the Hazlett Building, 203 Lake Street, Elmira, New York; and, be it further

RESOLVED, that the Notice of Advertisement shall contain such information and be in such form as required by law, and shall be advertised in accordance with applicable laws in the *Star-Gazette* and *Leader*; and, be it further

RESOLVED, that the Purchasing Director is hereby authorized to record such bids and present the same at a meeting of the County Legislature for such further action as deemed

appropriate.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-254     **Resolution authorizing Purchase Agreements utilizing Livingston County's 2022-2023 Construction and Maintenance Materials and Services Bids on behalf of the Chemung County Department of Public Works**

By: Strange

Seconded by: Smith

WHEREAS, the Commissioner of the Chemung County Department of Public Works has requested authorization to purchase various materials, services, and supplies at an aggregate cost not to exceed \$200,000 pursuant to Livingston County Construction and Maintenance Materials and Services Bid Tabulations for the contract period April 2, 2022 through April 2, 2023 with a one year extension option (collectively “Livingston County Bids”); and

WHEREAS, the County Executive and the Highway Committee have recommended that the Chemung County Legislature approve these purchases; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to enter into purchase agreements for various materials, services, and supplies utilizing Livingston County Bids during the period April 2, 2022 through April 2, 2023, at an aggregate cost not to exceed \$200,000; and, be it further

RESOLVED, that the terms and conditions of the purchase agreements shall be subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that the purchase agreements shall not be renewed, the initial terms thereof extended or the agreements amended without express consent by Resolution of this Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-255     **Resolution awarding bids with various vendors for materials and services on behalf of the Chemung County Department of Public Works**

By: Strange

Seconded by: Smith

WHEREAS, sealed bids, pursuant to RFB-2379, RFB-23778, RFB-2379, RFB-2380, RFB-2381, RFB-2383, RFB-2384, RFB-2385, RFB-2386, RFB-2389, RFB-2390, RFB-2392, RFB-2393, RFB-2394, RFB-2395, RFB-2399, RFB-2400, RFB-2401, RFB-2404, RFB-2407, and RFB-2413 were received and opened on various dates between March 8, 2022 and April 11, 2022

for various materials and services (collectively the “Materials and Services”) during 2022 at an estimated cost of \$3,231,493.50 (\$2,150,000 State share, \$1,081,493.50 [estimated] local share) on behalf of the Chemung County Department of Public Works (the “DPW”); and

WHEREAS, the DPW Commissioner has recommended the acceptance of the lowest responsible bids meeting all bid specifications for the Materials and Services; and

WHEREAS, the County Executive and the Highway Committee have reviewed the bid specifications, the bids submitted, the recommendation of the Commissioner, and they all recommend the Chemung County Legislature award the bids to the lowest responsible bidders meeting all bid specifications for the Materials and Services at costs as more particularly described in the bids submitted; now, therefore, be it

RESOLVED, that the Chemung County Legislature does hereby find that the following vendors are the lowest, responsible bidders meeting all bid specifications for the Materials and Services (collectively the “Successful Vendors”):

RFB-2376 - Extra Heavy and Heavy Rip-Rap: TMT Gravel and Contracting, Austin Sand & Gravel, Seneca Stone, F.S. Lopke (\$100,000)

RFB-2378 - Equipment Rentals without Operator: Herc Rental, Monroe Tractor, Cher Rental, Vantage/Alta (\$30,000)

RFB-2379 – Polypropylene Manhole Covers: Blair Supply Corp., F.W. Webb, Glenco Supply Corp. (\$1,500)

RFB-2380 – Tires and Related Services: McCarthy Tire Service, Parmenter, Inc., All Season Tire, Inc. (\$70,000)

RFB-2381 – Iron Castings: EJ USA (rarely used by DPW)

RFB-2383 – Crack Sealing: Suit-Kote, Bothar Construction (\$75,000)

RFB-2384 – Highway Ditching: Wenzel Landscaping (\$25,000)

RFB-2385 – Pavement In-Place Recycling: Suit-Kote (\$250,000)

RFB-2386 – Traffic Marking Lines: Seneca Pavement Marking (\$250,000)

RFB-2389 – Pre-Cast Concrete Drainage Units: Zeiser Wilbert Vault (\$30,000)

RFB-2390 – Traffic Marking Symbols: Seneca Pavement Marking (\$80,000)

RFB-2392 – Hot Mix Asphalt (FOB): Elmira Road Materials, Dalrymple Gravel & Cont. (\$125,000)

RFB-2392 – Steel Shapes: Chemung Supply (\$75,000)

RFB-2394 – Coarse Aggregates (Limestone): Austin Sand & Gravel, Seneca Stone (\$80,000)

RFB- 2395 - Geosynthetics: Chemung Supply (\$25,000)

RFB-2399 – PVC In-Line Drainage Basins: Ferguson Water Works, Chemung Supply (\$25,000)

RFB-2400 – Sidewalks and Curbs: Wenzel Landscaping (rarely used by DPW)

RFB-2401 – Ready Mix Concrete: Porter’s Concrete Services, Inc. (\$15,000)

RFB-2404 – De-Icing Sand (Highway): Austin Sand & Gravel NY/PA, Lopke Rock Products, Dalrymple Gravel & Cont., Austin Anti-Skid (\$75,000)

RFB-2407 - Concrete Prestressed Beams: Jefferson Concrete Corp. (\$150,000)

RFB-2413 – Hot Asphalt Mix (HMA) Projects: Elmira Road Materials, Dalrymple Gravel & Cont., Spencer Paving (\$1,639,993.50)

and, be it further

RESOLVED, that the County Executive is hereby authorized and directed to enter into one-year agreements (with an option to renew for one additional year pursuant to the various bid specifications) with the Successful Vendors for the Materials and Services at a total estimated cost of \$3,231,493.50 (\$2,150,000 State share, \$1,081,493.50 [estimated] local share) as more

specifically set forth in the bids submitted by the Successful Vendors;

and, be it further

RESOLVED, that the terms and conditions of the agreements between the County of Chemung and the Successful Vendors shall be subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that the agreements shall not be renewed, the initial terms thereof extended, or the agreements amended without express consent by Resolution of this Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-256     **Resolution authorizing Purchase Agreement with Dominion Voting on behalf of the Chemung County Board of Elections**

By: Manchester

Seconded by: Smith

WHEREAS, the Chemung County Election Commissioners (the “Commissioners”) have requested authorization to enter into a purchase agreement with Dominion Voting Systems (“Dominion”) for the provision of ten (10) ImageCast Evolution voting machines at a total cost of \$109,050; and

WHEREAS, pursuant to Resolution No. 20-129 the Chemung County Legislature has designated Dominion as a sole source provider of the established system within Chemung County for voting machines; and

WHEREAS, the County Executive and the Multi-Services Committee have recommended the Chemung County Legislature approve the purchase agreement; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to enter into a purchase agreement with Dominion for ten (10) ImageCast Evolution voting machines at a total cost of \$109,050; and, be it further

RESOLVED, that the terms and conditions of this agreement shall be subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that this agreement shall not be renewed, the initial term thereof extended, or the agreement amended without the express consent by Resolution of this Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

**PERSONNEL**

22-257     **Resolution re-creating full-time Principal Clerk position on behalf of the Chemung County Department of Youth and Recreational Services**

By: Chalk

Seconded by: Sweet

WHEREAS, the Director of the Chemung County Department of Youth and Recreational Services (the “Director”) has requested the re-creation of a full-time Principal Clerk position, CSEA Grade 7, \$16.32-\$18.31 per hour (62% Federal reimbursement, 38% State reimbursement), due to the promotion of an employee; and

WHEREAS, the County Executive and the Personnel Committee have recommended that the Chemung County Legislature approve the Director’s request; now, therefore, be it

RESOLVED, that one full-time Principal Clerk position be and the same hereby is re-created, effective May 10, 2022 for the Chemung County Department of Youth and Recreational Services; and, be it further

RESOLVED, that the Director is hereby authorized and directed to fill one full-time Principal Clerk position, CSEA Grade 7, \$16.31 - \$18.31 per hour; and, be it further

RESOLVED, that the aforementioned position is to be filled subject to Civil Service requirements, and said salary is to be paid as to any other County Employee.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-258     **Resolution re-creating Deputy Sheriff Lieutenant position on behalf of the Chemung County Sheriff**

By: Chalk

Seconded by: Sweet

WHEREAS, the Chemung County Sheriff has requested the re-creation of a Deputy Sheriff Lieutenant position, Grade 4B, \$35.7505 - \$44.4936 per hour due to the voluntary relinquishment of rank by an employee; and

WHEREAS, the County Executive and the Personnel Committee have recommended that the Chemung County Legislature approve the request of the Sheriff; now, therefore, be it

RESOLVED, that a Deputy Sheriff Lieutenant position be and the same hereby is re-created, effective May 10, 2022, for the Chemung County Sheriff’s Office; and, be it further

RESOLVED, that the Sheriff be and he hereby is authorized and directed to fill a Deputy Sheriff Lieutenant position, Grade 4B, \$35.7505 - \$44.4936 per hour; and, be it further

RESOLVED, that the aforementioned position is to be filled subject to Civil Service requirements and said wage is to be paid as to any other County employee.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1);*



*Opposed: None (0)*

22-259 **Resolution re-creating Deputy Sheriff Sergeant position on behalf of the Chemung County Sheriff**

By: Chalk

Seconded by: Sweet

WHEREAS, the Chemung County Sheriff has requested the re-creation of a Deputy Sheriff Sergeant position, Grade 4A, \$33.6801 - \$42.8937 per hour due to the promotion of an employee; and

WHEREAS, the County Executive and the Personnel Committee have recommended that the Chemung County Legislature approve the request of the Sheriff; now, therefore, be it

RESOLVED, that a Deputy Sheriff Sergeant position be and the same hereby is re-created, effective May 10, 2022, for the Chemung County Sheriff's Office; and, be it further

RESOLVED, that the Sheriff be and he hereby is authorized and directed to fill a Deputy Sheriff Sergeant position, Grade 4A, \$33.6801 - \$42.8937 per hour; and, be it further

RESOLVED, that the aforementioned position is to be filled subject to Civil Service requirements and said wage is to be paid as to any other County employee.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-260 **Resolution re-creating Deputy Sheriff position on behalf of the Chemung County Sheriff**

By: Chalk

Seconded by: Sweet

WHEREAS, the Chemung County Sheriff has requested the re-creation of a Deputy Sheriff position, Grade 4, \$27.00 - \$39.81 per hour due to the resignation of an employee; and

WHEREAS, the County Executive and the Personnel Committee have recommended that the Chemung County Legislature approve the request of the Sheriff; now, therefore, be it

RESOLVED, that a Deputy Sheriff position be and the same hereby is re-created, effective May 10, 2022, for the Chemung County Sheriff's Office; and, be it further

RESOLVED, that the Sheriff be and he hereby is authorized and directed to fill a Deputy Sheriff position, Grade 4, \$27.00 - \$39.81 per hour; and, be it further

RESOLVED, that the aforementioned position is to be filled subject to Civil Service requirements and said wage is to be paid as to any other County employee.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-261     **Resolution re-creating Garage Mechanic position on behalf of the Elmira Corning Regional Airport**

By: Chalk

Seconded by: Sweet

WHEREAS, the Chemung County Director of Aviation (the “Director”) has requested the re-creation of a Garage Mechanic position, CSEA A-2 Grade 8, \$18.43 - \$22.95 per hour , due to the promotion of an employee; and

WHEREAS, the County Executive and the Personnel Committee have recommended that the Chemung County Legislature approve the request; now, therefore, be it

RESOLVED, that a Garage Mechanic position be and the same hereby is re-created, effective May 10, 2022 for the Elmira Corning Regional Airport; and, be it further

RESOLVED, that the Director is hereby authorized and directed to fill one Airport Garage Mechanic position, CSEA A-2 Grade 8, \$18.43 - \$22.95 per hour; and, be it further

RESOLVED, that the aforementioned position is to be filled subject to Civil Service requirements, and said salary is to be paid as to any other County Employee.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-262     **Resolution re-creating Executive Assistant District Attorney position on behalf of the Chemung County District Attorney**

By: Chalk

Seconded by: Sweet

WHEREAS, the Chemung County District Attorney has requested the re-creation of an Executive Assistant District Attorney position, Single Rate Grade 11, \$87,677 - \$136,073 annual salary, due to the transfer of an employee; and

WHEREAS, the County Executive and the Personnel Committee have recommended that the Chemung County Legislature approve the request; now, therefore, be it

RESOLVED, that an Executive Assistant District Attorney position be and the same hereby is re-created, effective May 10, 2022 for the Chemung County District Attorney’s Office; and, be it further

RESOLVED, that the District Attorney is hereby authorized and directed to fill the Executive Assistant District Attorney position, Single Rate Grade 11, \$87,677 - \$136,073 annual

salary; and, be it further

RESOLVED, that the aforementioned position is to be filled subject to Civil Service requirements, and said salary is to be paid as to any other County Employee.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-263 **Resolution re-creating Assistant Public Advocate position on behalf of the Chemung County Public Advocate**

By: Chalk

Seconded by: Sweet

WHEREAS, the Chemung County Public Advocate has requested the re-creation of an Assistant Public Advocate position, Single Rate Grade 8, \$64,110 - \$99,494 annual salary, due to the resignation of an employee; and

WHEREAS, the County Executive and the Personnel Committee have recommended that the Chemung County Legislature approve the request; now, therefore, be it

RESOLVED, that an Assistant Public Advocate position be and the same hereby is re-created, effective May 10, 2022 for the Chemung County Public Advocate's Office; and, be it further

RESOLVED, that the Public Advocate is hereby authorized and directed to fill the Assistant Public Advocate position, Single Rate Grade 8, \$64,110 - \$99,494 annual salary; and, be it further

RESOLVED, that the aforementioned position is to be filled subject to Civil Service requirements, and said salary is to be paid as to any other County Employee.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-264 **Resolution re-creating IT Specialist I position on behalf of the Chemung County Department of Information Technology**

By: Chalk

Seconded by: Sweet

WHEREAS, the Chemung County Director of Information Technology (the "Director") has requested the re-creation of an IT Specialist I position, CSEA Grade B-2 G11, \$22.30 per hour, due to the promotion of an employee; and

WHEREAS, the County Executive and the Personnel Committee have recommended that the Chemung County Legislature approve the request; now, therefore, be it

RESOLVED, that an IT Specialist I position be and the same hereby is re-created, effective May 10, 2022 for the Chemung County Department of Information Technology; and, be it further

RESOLVED, that the Director is hereby authorized and directed to fill the IT Specialist I position, CSEA Grade B-2 G11, \$22.30 per hour; and, be it further

RESOLVED, that the aforementioned position is to be filled subject to Civil Service requirements, and said salary is to be paid as to any other County Employee.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-265 **Resolution re-creating Aging Services Assistant position on behalf of the Chemung County Department of Aging and Long Term Care**

By: Chalk

Seconded by: Sweet

WHEREAS, the Chemung County Director of Aging and Long Term Care (the “Director”) has requested the re-creation of an Aging Services Assistant position, CSEA Grade 9, \$19.12 per hour, due to the resignation of an employee; and

WHEREAS, the County Executive and the Personnel Committee have recommended that the Chemung County Legislature approve the request; now, therefore, be it

RESOLVED, that an Aging Services Assistant position be and the same hereby is re-created, effective May 10, 2022 for the Chemung County Department of Aging and Long Term Care; and, be it further

RESOLVED, that the Director is hereby authorized and directed to fill the Aging Services Assistant position, CSEA Grade 9, \$19.12 per hour; and, be it further

RESOLVED, that the aforementioned position is to be filled subject to Civil Service requirements, and said salary is to be paid as to any other County Employee.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-266 **Resolution re-creating positions as contained in the Staffing Plan for the Chemung County Department of Social Services**

By: Chalk

Seconded by: Sweet

WHEREAS, Resolution No. 91-425 determined that there shall be no additional hiring of personnel by the County of Chemung in accordance with existing Staffing Plans without the prior

consent by resolution of the Chemung County Legislature; and

WHEREAS, the Chemung County Commissioner of Human Services (the “Commissioner”) has requested that this Legislature re-create one Caseworker position, one Social Welfare Examiner Trainee position, and one Clerk position, position due to the promotion and resignations of employees; and

WHEREAS, the aforementioned positions are contained within the Staffing Plan for the Chemung County Department of Social Services; and

WHEREAS, the County Executive and the Personnel Committee have recommended the Chemung County Legislature approve the request of the Commissioner; now, therefore, be it

RESOLVED, that the following position be and the same is hereby re-created effective May 10, 2022:

CHEMUNG COUNTY DEPARTMENT OF SOCIAL SERVICES

<u>POSITION</u>	<u>SALARY/WAGE</u>	<u>REIMBURSEMENT</u>
-		
(1) Caseworker	\$23.28 per hour	67%
(1) Social Welfare Examiner Trainee	\$16.82 per hour	75%
(1) Clerk	\$14.39 per hour	75%

and, be it further

RESOLVED, that the Commissioner be and he hereby is authorized and directed to fill the aforementioned positions at the title and within the wage rate indicated; and, be it further

RESOLVED, that the aforementioned position is to be filled subject to Civil Service requirements and said wages are to be paid as to any other County employee; and, be it further

RESOLVED, that in the event the County does not receive the full amount of the Federal and/or State reimbursement funding referred to in this Resolution the position authorized by this Resolution shall automatically terminate without further action by this Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-267

**Resolution re-creating positions as contained in the Staffing Plan for the Chemung County Nursing Facility**

By: Chalk

Seconded by: Sweet

WHEREAS, Resolution No. 91-425 determined that there shall be no additional hiring of personnel by the County of Chemung in accordance with existing Staffing Plans without the prior consent by resolution of the Chemung County Legislature; and

WHEREAS, the Administrator of the Chemung County Nursing Facility (the

“Administrator”) has requested that this Legislature re-create fifteen Certified Nurse Aide positions, and one Coordinator of Training and Development position, and one Maintenance Worker position due to the retirement and resignations of employees; and

WHEREAS, the aforementioned positions are contained within the Staffing Plan for the Chemung County Nursing Facility; and

WHEREAS, the County Executive and the Personnel Committee have recommended the Chemung County Legislature approve the request of the Commissioner; now, therefore, be it

RESOLVED, that the following position be and the same is hereby re-created effective May 10, 2022:

CHEMUNG COUNTY NURSING FACILITY

<u>POSITION</u>	<u>SALARY/WAGE</u>	
	<u>REIMBURSEMENT</u>	
(15) Certified Nurse Aides	CSEA Grade A/\$15.15-\$19.40/hr.	90%
(1) Coordinator of Training & Dev.	SR Grade 8/ \$66,674-\$103,473	90%
(1) Maintenance Worker	CSEA Schedule A Grade 6/\$18.00-\$29.97/hr.	90%

and, be it further

RESOLVED, that the Administrator be and she hereby is authorized and directed to fill the aforementioned positions at the titles and within the wage rates indicated; and, be it further

RESOLVED, that the aforementioned positions are to be filled subject to Civil Service requirements and said wages are to be paid as to any other County employee; and, be it further

RESOLVED, that in the event the County does not receive the full amount of the Federal and/or State reimbursement funding referred to in this Resolution the positions authorized by this Resolution shall automatically terminate without further action by this Legislature.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-268     **Resolution creating Deputy Director position on behalf of the Chemung County Sewer Districts**

By: Chalk

Seconded by: Sweet

WHEREAS, the Acting Executive Director of the Chemung County Sewer Districts has requested the creation of a full-time Deputy Director position as approved by the Regional Civil Service Commission on April 5, 2022, Single Rate Grade 8, \$64,110 - \$99,494 annual salary to better meet the needs of the Department; and

WHEREAS, the County Executive and the Personnel Committee have recommended that the Chemung County Legislature approve the Executive Director's request; now, therefore, be it

RESOLVED, that one full-time Deputy Director position be and the same hereby is created for the Chemung County Sewer Districts effective May 10, 2022; and, be it further

RESOLVED, that the Acting Executive Director is hereby authorized and directed to fill one full-time Deputy Director position, Single Rate Grade 8, \$64,110 - \$99,494 annual salary; and, be it further

RESOLVED, that the aforementioned position is to be filled subject to Civil Service requirements, and said wages are to be paid as to any other County Employee.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-269

**Resolution creating full-time Assistant Public Advocate position on behalf of the Chemung County Public Advocate**

By: Chalk

Seconded by: Sweet

WHEREAS, the Chemung County Public Advocate has requested the creation of a full-time Assistant Public Advocate position, Single Rate Grade 8, \$64,674 - \$99,494 to better meet the needs of the Department; and

WHEREAS, the County Executive and the Personnel Committee have recommended that the Chemung County Legislature approve the Public Advocate's request; now, therefore, be it

RESOLVED, that one full-time Assistant Public Advocate position be and the same hereby is created effective May 10, 2022; and, be it further

RESOLVED, that the Public Advocate is hereby authorized and directed to fill one full-time Assistant Public Advocate position, Single Rate Grade 8, \$64,674 - \$99,494; and, be it further

RESOLVED, that the aforementioned position is to be filled subject to Civil Service requirements, and said wages are to be paid as to any other County Employee.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-270

**Resolution creating Maintenance Worker III position on behalf of the Chemung County Sewer Districts**

By: Chalk

Seconded by: Sweet

WHEREAS, the Acting Executive Director of the Chemung County Sewer Districts has requested the creation of a full-time Maintenance Worker III position as approved by the Regional Civil Service Commission on December 7, 2022, \$29.25 per hour to better meet the needs of the Department; and

WHEREAS, the County Executive and the Personnel Committee have recommended that the Chemung County Legislature approve the Executive Director's request; now, therefore, be it

RESOLVED, that one full-time Maintenance Worker III position be and the same hereby is created effective May 10, 2022; and, be it further

RESOLVED, that the Acting Executive Director is hereby authorized and directed to fill one full-time Maintenance Worker III position, \$29.25 per hour; and, be it further

RESOLVED, that the aforementioned position is to be filled subject to Civil Service requirements, and said wages are to be paid as to any other County Employee.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

## PUBLIC HEARING

### 22-271 **Resolution calling for a public hearing relative to the proposed 2022 Chemung County Legislative Redistricting Plan**

By: Manchester

Seconded by: Sweet

RESOLVED, that a public hearing will be held relative to the proposed Chemung County Legislative Redistricting maps (as required by Chemung County Charter, Article II, Section 201.6). The public hearing will be held on the 6th day of June 2022 at 6:45 p.m. in the Chambers of the Chemung County Legislature, 5<sup>th</sup> floor, Hazlett Building, 203 Lake Street, Elmira, New York; and, be it further

RESOLVED, that the Notice of Public Hearing shall be published in the official newspapers of Chemung County as provided by law.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

### 22-272 **Resolution calling for a public hearing for the purpose of considering the increased cost of proposed improvements for the Chemung County Elmira Sewer District and Chemung County Sewer District No. 1 (Wastewater Treatment Plant Consolidation Project)**

At a regular meeting of the County Legislature of the County of Chemung, New York,



held at the John H. Hazlett Office Building, in Elmira, New York, on the 9<sup>th</sup> day of May, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by the Chairman of the Legislature, David Manchester, and upon roll being called, the following were:

PRESENT: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman)

EXCUSED: Burin

The following resolution was offered by Legislator Manchester, who moved its adoption, seconded by Legislator Sweet, to-wit:

#### RESOLUTION NO. 22-272

RESOLUTION CALLING FOR A PUBLIC HEARING FOR THE PURPOSE OF  
CONSIDERING THE INCREASED COST OF PROPOSED IMPROVEMENTS FOR  
THE CHEMUNG COUNTY ELMIRA SEWER DISTRICT AND CHEMUNG COUNTY  
SEWER DISTRICT NO. 1  
(Wastewater Treatment Plant Consolidation Project)

WHEREAS, in 2021 the County approved an increase and improvement on behalf of the Chemung County Elmira Sewer District and the Chemung County Sewer District No. 1 (the "Districts"), consisting of improvements to and expansion of the Milton Street Wastewater Treatment Plant and decommissioning of the Lake Street Wastewater Treatment Plant including a conveyance system, pump station and other improvements all in connection with a master consolidation plan for treatment of wastewater treatment system; and

WHEREAS, such improvements were approved at a total maximum estimated cost of \$160,000,000 of which \$90,694,596 was allocated to the Chemung County Elmira Sewer District and

\$69,305,404 was allocated to the Chemung County Sewer District No. 1; and

WHEREAS, it is now necessary to increase the total maximum estimated cost of the improvements and the amount allocable to the Districts; and

WHEREAS, it is now desired to call a public hearing thereon; now therefore, BE

IT RESOLVED, by the County Legislature of the County of Chemung, New

York, as follows:

Section 1. A meeting of the County Legislature, the County of Chemung, New York, to be held at the John H. Hazlett Office Building, in Elmira, New York, in said County, on the 6<sup>th</sup> day of June, 2022, at 6:55 o'clock P.M., prevailing time, for the purpose of conducting a Public Hearing upon the aforesaid matter. The Clerk of said County Legislature is hereby authorized and directed to cause a notice of such public hearing to be published and posted in the manner provided by law.

Section 2. The Clerk of the Legislature is hereby authorized and directed to cause a copy of the Notice of Public Hearing hereinafter provided to be published once in the official newspaper not less than ten, nor more than twenty days before the date designated for the hearing.

Section 3. The notice of public hearing shall be in substantially the following form:

#### NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the County Legislature of the County of Chemung, New York, will meet at the County Legislature, 5th Floor, Hazlett Building, 203 Lake Street, in Elmira, New York, on June 6, 2022, at 6:55 o'clock P .M., Prevailing Time, for the purpose of conducting a public hearing in relation to the proposed increased cost of various improvements on behalf of the Chemung County Elmira Sewer District and the Chemung County Sewer District No. 1, consisting of improvements to and expansion of the Milton Street Wastewater Treatment Plant and decommissioning of the Lake Street Wastewater Treatment Plant including a conveyance system, pump station and other improvements all in connection with a master consolidation plan for treatment of wastewater. The improvements were originally approved at a maximum estimated cost of \$160,000,000 (of which \$90,694,596 was allocated to the Chemung County Elmira Sewer District and \$69,305,404 was allocated to the Chemung County Sewer District No. 1). The new maximum estimated cost is \$235,000,000 (of which \$133,950,000 will be allocated to the Chemung County Elmira Sewer District and \$101,050,000 will be allocated to the Chemung County Sewer District No. 1). The revised estimated annual cost to the typical property owner in the Chemung County Elmira Sewer District as a result thereof is \$295.00. The

revised estimated annual cost to the typical property owner in the Chemung County Sewer District No. 1 is \$295.00

The proposed improvements have been determined to constitute a Type I Action for purposes of the State Environmental Quality Review Act for which the County has determined will not have a significant adverse environmental impact.

Section 4. This resolution takes effect immediately.

RESOLUTION NO. 22-272 CARRIED BY THE FOLLOWING VOTE:

AYES: 14

NAYS: 0

EXCUSED: 1

This resolution was thereupon declared duly adopted.

#### MISCELLANEOUS

22-273 **Resolution adopting Introductory Local Law No. 2 for the Year 2022 in relation to the amendment of Local Law No. 4 of the Year 1973 entitled "A Local Law to provide for the establishment of a County Charter for the County of Chemung, State of New York" relating to the provisions of Article 4 of the Municipal Home Rule Law of the State of New York (filed with the Department of State of the State of New York as Local Law No. 3 of the Year 1973), amending Article IV, Section 401; Article XX, Section 2001; Article XXI, Section 2101; Article XXII, Section 2301, Article XXVII, Section 2704 (adding Section 2706)**

By: Woodard

Seconded by: Briggs

WHEREAS, Introductory Local Law No. 2 for the Year 2022 has been introduced and filed with the County Legislature seven (7) calendar days prior to consideration, exclusive of Sunday, upon the desks of the members of the Chemung County Legislature as required by Section 20 of the Municipal Home Rule Law; and the Clerk of the County Legislature has made her affidavit of service of filing the same; and

WHEREAS, Municipal Home Rule Law, Section 20 requires the Chief Executive Officer of the County to hold a Public Hearing thereon within the time limits as stated therein; and

WHEREAS, the Chemung County Charter, Article II, provides for adoption of Local Laws by the Chemung County Legislature; now, therefore, be it

RESOLVED, that the following Introductory Local Law No. 2 for the Year 2022, be and the same is hereby enacted and promulgated by the Chemung County Legislature as follows:

COUNTY OF CHEMUNG INTRODUCTORY  
LOCAL LAW NO. 2 FOR THE YEAR 2022

A Local Law in relation to the amendment of Local Law No. 4 of the Year 1973 entitled “A Local Law to provide for the establishment of a County Charter for the County of Chemung, State of New York” relating to the provisions of Article 4 of the Municipal Home Rule Law of the State of New York (filed with the Department of State of the State of New York as Local Law No. 3 of the Year 1973) (Terms of County Treasurer and Sheriff, amend Section 2704, add Section 2706).

BE IT ENACTED by the Chemung County Legislature of the County of Chemung, State of New York, as follows:

Section 1. Article I of the Chemung County Charter enacted by Local Law No. 4 of the year 1973 and filed with the Department of State of the State of New York as Local Law No. 3 of the year 1973 be and hereby is amended as follows:

ARTICLE IV  
DEPARTMENT OF FINANCE

Section 401. Department of Finance; County Treasurer; Elections; Qualifications.

Section 402. Powers and Duties.

Section 403. Deputies.

Section 401. Department of Finance; County Treasurer; Elections; Qualifications. There shall be a Department of Finance, headed by a County Treasurer who shall be elected from the County at large. His term of office shall be for four (4) three (3) years beginning with the first day of January immediately succeeding his election except that the provisions of this section with respect to such election shall not take effect until the General Election of 1974, at which time the County Treasurer shall be elected for a four (4) three (3) year term to commence on January 1, 2023 January 1, 1975, and every County Treasurer thereafter shall have a term of four (4) three (3) years.

-

ARTICLE XX  
DEPARTMENT OF RECORDS

Section 2001. Department of Records; County Clerk; Election; Qualifications.

Section 2002. Powers and Duties.

Section 2003. Deputy County Clerks.

Section 2001. Department of Records; County Clerk; Election; Qualifications. There shall be a Department of Records headed by a County Clerk, who shall be elected from the County at large. His term of office shall be for four (4) three (3) years beginning with the first day of January immediately succeeding his election, except that the provisions of this section with respect to such election shall not take effect until the General Election of 1974, at which time the County Clerk shall be elected for a four (4) three (3) year term to commence on January 1, 2023

~~January 1, 1975~~, and every County Clerk thereafter shall have a term of four (4) ~~three (3)~~ years.

## ARTICLE XXI DISTRICT ATTORNEY

Section 2101. District Attorney; Election; Term; Qualifications.

Section 2102. Powers and Duties.

Section 2103. Assistant District Attorneys.

Section 2101. District Attorney; Election; Term; Qualifications. There shall be a District Attorney who shall be elected from the County at large. His term of office shall be for four (4) ~~three (3)~~ years beginning with the first day of January immediately succeeding his election, except that the provisions of this section with respect to such election shall not take effect until the General Election of 1976 at which time the District Attorney shall be elected for a four (4) ~~three (3)~~ year term to commence on January 1, 2024 ~~January 1, 1977~~, and every District Attorney thereafter shall have a term of four (4) ~~three (3)~~ years.

## ARTICLE XXIII SHERIFF

Section 2301. Sheriff; Election; Term; Qualifications.

Section 2302. Powers and Duties.

Section 2303. Deputies.

Section 2301. Sheriff; Election; Term; Qualifications. There shall be a Sheriff who shall be elected from the County at large. His term of office shall be for four (4) ~~three (3)~~ years beginning with the first day of January immediately succeeding his election, except that the provisions of this section with respect to such election shall not take effect until the General Election of 1974 at which time the Sheriff shall be elected for a four (4) ~~three (3)~~ year term to commence on January 1, 2024 ~~January 1, 1975~~, and every Sheriff thereafter shall have a term of four (4) ~~three (3)~~ years.

## ARTICLE XXVII OTHER COUNTY BOARDS, OFFICES, INSTITUTIONS AND FUNCTIONS

Section 2704. Additional Appointments by County Executive. The following offices, boards and administrative units are hereby continued, and its head and members as presently authorized shall continue in offices for the terms established thereof, and upon expiration of the term of said head or member, shall be appointed by the County Executive subject to confirmation by the County Legislature for terms presently authorized ~~by~~ by to wit: Civil Service Commission (Civil Service Law Sec. 15-a); Drug Abuse Council (Gen. Mun. Law Art. 12-E Sec. 239-u); Economic Opportunity; Fire Advisory Board (pursuant to Sec. 225-A County Law); Fish and Wildlife Management Board (pursuant to Sec. 198, Fish and Game Law); Forest Practice Board (Conservation Law Art. 3-1105); Historical Association; Human Relations Commission; Industrial Development Agency (N.Y.S. I. D. A. Art. Sec. 856); ~~Jury Board (Judicial Law Art. 48);~~ Medical Advisory Committee; Mental Health Board (Mental Hygiene Sec. 190-B); ~~Soil Conservation Board;~~ Southern Tier Central Regional Planning and Development Board (Art. 12-C Gen. Mun. Law); Finger Lakes Commission; Newtown-Hoffman Creeks Watershed; Harris Hill Soaring; Southern Tier Crime Control Planning Committee; Civil Defense Director; Veterans' Service Director; representatives on the County Extension Service; Dog Warden; Alcoholic Beverage Control Board; County Agriculture Society; County Conservation Commission; County Historian; Reforestry.

By adding the following Section to Article XXVII OTHER COUNTY BOARDS, OFFICES, INSTITUTIONS AND FUNCTIONS

- Section 2706

- The following offices, boards and administrative units are hereby continued, and its head members as presently authorized shall continue in office for the terms established thereof, and upon expiration of the term of said head or member shall be appointed by the Chemung County Legislature for terms presently authorized by to wit: Industrial Development Agency (N.Y.S.I.D.A. Art. Sec. 856); Soil and Water Conservation District Board (NY Soil & Water Conservation District Law Section 6[1]; Legislative member to Jury Board 9NY Judiciary Law Section 503[a][1]).

- Section 2. This Local Law is subject to referendum on petition as provided by law.

Section 3. This Local Law shall take effect immediately upon appropriate filing with the Department of State pursuant to the provision of the Municipal Home Rule Law.

and, be it further

RESOLVED, that the Clerk of the Chemung County Legislature be and hereby is authorized to transmit the same to the County Executive for a public hearing and said County Executive shall hold said public hearing within twenty (20) days after the presentation of said Local Law Introductory No. 2 for the Year 2022 to him.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

22-274

**Resolution adopting Introductory Local Law No. 3 for the Year 2022 a Local Law entitled "A Local Law superseding Public Officer's Law Section 3(1) as to the residency of certain public officers in Chemung County"**

By: Chalk

Seconded by: Briggs

WHEREAS, Introductory Local Law No. 3 for the year 2022 has been introduced and placed upon the desks of the members of the Chemung County Legislature seven (7) calendar days prior to consideration, exclusive of Sundays, as required by Section 20 of the Municipal Home Rule Law and the Clerk of the County Legislature has made her affidavit of service of filing the same; and

WHEREAS, Municipal Home Rule Law, Section 20 requires the Chief Executive Officer of the County to hold a Public Hearing thereon within the time limits as stated therein; and

WHEREAS, presently Section 3 of the Public Officers Law requires Assistant District Attorneys, Assistant County Attorneys, the Public Defender, Assistant Public Defenders, the Public Advocate, and Assistant Public Advocates to reside in the County in which they work; and

WHEREAS, the County of Chemung being a primarily rural county, and in large part due to

residency requirements is having difficulty in recruiting qualified attorneys to fill positions within the Chemung County District Attorney's Office, Chemung County Public Defender's Office, Chemung County Attorney's Office, and the Chemung County Public Advocates Office (the conflict defenders office); and

WHEREAS, the County Executive and the Multi-Services Committee recommend that the county exercise its Municipal Home Rule authority to make exception to Section 3 of the Public Officer's Law and permit individuals to hold the position of Chemung County Assistant District Attorney, Assistant County Attorney, Public Defender, Assistant Public Defender, Public Advocate, Assistant Public Advocate to reside either within Chemung County or any of the following counties within the State of New York: Allegany, Broome, Cayuga, Chenango, Cortland, Livingston, Madison, Monroe, Onondaga, Ontario, Schuyler, Seneca, Steuben, Tioga, Tomkins, and Yates; and

WHEREAS, through this Local Law, Chemung County is superseding the State of New York Public Officers Law Section 3, special law, by expanding the residency requirements of certain public offices in the Chemung County; now, therefore, be it

RESOLVED, that the following Introductory Local Law No. 3 of the Year 2022, be and it be same is hereby enacted and promulgated by the Chemung County Legislature as follows:

### **COUNTY OF CHEMUNG INTRODUCTORY LOCAL LAW NO. 3 FOR THE YEAR 2022**

#### **A LOCAL LAW SUPERSEDING PUBLIC OFFICERS LAW SECTION 3(1) AS TO THE RESIDENCY OF CERTAIN PUBLIC OFFICERS IN CHEMUNG COUNTY**

BE IT ENACTED by the Chemung County Legislature of the County of Chemung, State of New York, as follows:

#### **Section 1: Legislative Intent**

- The intent of this local law is to define the residency requirement as it pertains to the following Chemung County public officers: Assistant District Attorneys, Assistant County Attorneys, Public Defender, Assistant Public Defenders, Public Advocate, and Assistant Public Advocates. It is the intent of this local law to supersede the provisions of New York State Public Officers Law Section 3(1) with respect said public officers.

#### **Section 2: Residency Requirement: Assistant District Attorney**

- The provisions of Section 3(1) of the New York State Public Officers Law requiring a person to be a resident of the political subdivision or municipal corporation of the state for which he or she shall be chosen or within which his or her official functions are required to be exercised, shall not prevent a person from holding the office of Assistant District Attorney of the County of Chemung, provided that such person resides in Chemung County or any of the following counties within the State of New York: Allegany, Broome, Cayuga, Chenango, Cortland, Livingston, Madison, Monroe, Onondaga, Ontario, Schuyler, Seneca, Steuben, Tioga, Tomkins, and Yates. The provisions of this subdivision shall not apply to any person holding the office of first assistant district attorney or chief assistant district attorney, the holder of which would assume the duties of the district attorney upon the district attorney's absence from the county or upon the district attorney's inability to perform his or her duties.

### **Section 3: Residency Requirement: Assistant County Attorney**

- The provisions of Section 3(1) of the New York State Public Officers Law requiring a person to be a resident of the political subdivision or municipal corporation of the state for which he or she shall be chosen or within which his or her official functions are required to be exercised, shall not prevent a person from holding the office of Assistant County Attorney of the County of Chemung, provided that such person resides in Chemung County or any of the following counties within the State of New York: Allegany, Broome, Cayuga, Chenango, Cortland, Livingston, Madison, Monroe, Onondaga, Ontario, Schuyler, Seneca, Steuben, Tioga, Tomkins, and Yates..

### **Section 4: Residency Requirement: Public Defender and Assistant Public Defender**

- The provisions of Section 3(1) of the New York State Public Officers Law requiring a person to be a resident of the political subdivision or municipal corporation of the state for which he or she shall be chosen or within which his or her official functions are required to be exercised, shall not prevent a person from holding the office of Public Defender and or Assistant Public Defender of the County of Chemung, provided that such person resides in Chemung County or any of the following counties within the State of New York: Allegany, Broome, Cayuga, Chenango, Cortland, Livingston, Madison, Monroe, Onondaga, Ontario, Schuyler, Seneca, Steuben, Tioga, Tomkins, and Yates.

### **Section 5: Residency Requirement: Public Advocate and Assistant Public Advocate**

- The provisions of Section 3(1) of the New York State Public Officers Law requiring a person to be a resident of the political subdivision or municipal corporation of the state for which he or she shall be chosen or within which his or her official functions are required to be exercised, shall not prevent a person from holding the office of Public Advocate and or Assistant Public Advocate of the County of Chemung, provided that such person resides in Chemung County or any of the following counties within the State of New York: Allegany, Broome, Cayuga, Chenango, Cortland, Livingston, Madison, Monroe, Onondaga, Ontario, Schuyler, Seneca, Steuben, Tioga, Tomkins, and Yates.

### **Section 6: Severability**

- If any section of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof that can be given effect without the invalid provision, but shall be confined in its operation to the section thereof directly involved in the controversy in which such judgment shall have been rendered.

**Section 7:** This Local Law is subject to referendum on petition as provided by law.

**Section 8.** This Local Law shall take effect immediately upon appropriate filing with the Department of State pursuant to the provision of the Municipal Home Rule Law.

and, be it further

RESOLVED, that the Clerk of the Chemung County Legislature be and hereby is authorized to transmit the same to the County Executive for a public hearing and said County Executive shall hold said public hearing within twenty (20) days after the presentation of said Local Law



Introductory No. 3 for the Year 2022 to him.

*Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (14); Excused: Burin (1); Opposed: None (0)*

**8. OLD BUSINESS**

**9. NEW BUSINESS**

**10. ADJOURNMENT**

**MOTION**

By: Sweet

Seconded by: Pastrick

MOVED, that this meeting of the Chemung County Legislature be adjourned until Monday, June 13, 2022 in the Legislative Chambers, 5<sup>th</sup> floor, Hazlett Building, 203 Lake Street, Elmira, New York

CARRIED.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Correspondence - 05-01 through 05-08

**Resolution #:**

**Slip Type:** OTHER

**SEQRA status**

**State Mandated** False

**Explain action needed or Position requested (justification):**

05-01 - Delaware County Resolutions:

"Resolution in opposition to the Climate Action Council's Draft Scoping Plan"

"Resolution to submit comments on New York State Climate Council's Draft Scoping Plan for New York's Climate Leadership and Community Protection Act (The "Climate Act")"

05-02 - Cattaraugus County Resolution: "Supporting establishment of extended producer responsibility system for packaging and printed paper"

05-03 - Chemung County Property Development Corp - Five Year Update

05-04 - Verified Notice of Claim - Elmira City School District v. Chemung County

05-05 - Harris Beach, PLLC - Re: CCIDA And Horseheads Real Property, LLC Tax Agreement and NYS Form RP-412a for property located at 224 N. Main St. in the Village of Horseheads, NY

05-06 - NYSAC - Resolutions adopted by county delegates at the NYSAC 2022 Legislative Conference

05-07 - Chemung County Department of Aging and Long Term Care - The Senior Vision Newsletter (May-June)

05-08 - Southern Tier Tobacco Awareness Coalition - A Closer Look Newsletter (May 2022)

**ATTACHMENTS:**

File Name	Description	Type	Upload Date
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No Attachments Available



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution confirming appointments to the Southern Tier Central Regional Planning & Development Board (Roman, Rowe, Meindl)

**Resolution #:** 22-214  
**Slip Type:** OTHER  
**SEQRA status**  
**State Mandated** False

### Explain action needed or Position requested (justification):

Resolution confirming the following appointments to the Southern Tier Central Regional Planning & Development Board pursuant to Article 27, Section 2704 of the Chemung County Charter and Section 239-h of the General Municipal Law.

Joseph Roman - (Industrial Representative) (reappointment)  
2 Year Term expiring on 12/31/2023

Judith A. Rowe - Small Business/MWBE Representative  
2 Year Term expiring on 12/31/2023

Kevin Meindl - Planning Representative  
2 Year Term expiring on 12/31/2023

Judith A. Rowe is a former employee of Corning Incorporated and has expertise in strategic planning. She currently is a small business owner (Judith A. Rowe Consulting). Ms. Rowe will be filling a vacancy created by the resignation of Randy Reid.

Joseph Roman, Executive Director of the Chemung County Industrial Development Agency, is being reappointed as the Industrial Representative

Kevin Meindl, the Chemung County Planning Commissioner, will serve as the Planning representative on the Board.

### ATTACHMENTS:

File Name	Description	Type	Upload Date
No Attachments Available			



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution confirming appointment to the Chemung County Elmira Regional Civil Service Commission (Tranter)

**Resolution #:** 22-215  
**Slip Type:** OTHER  
**SEQRA status**  
**State Mandated** False

### Explain action needed or Position requested (justification):

Resolution confirming the reappointment of G. Thomas Tranter, Jr. to the Chemung County Civil Service Commission, pursuant to Article 27, Section 2704 of the County Charter; Civil Service Law, Section 15a; and, Local Law No. 1 for the year 1993.

Said term is for a period of six years, commencing on June 1, 2022 and expiring on May 31, 2028.

G. Thomas Tranter, Jr.  
116 Kennedy Drive  
Horseheads, NY 14845

### ATTACHMENTS:

File Name	Description	Type	Upload Date
No Attachments Available			



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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Resolution declaring various County-owned property as surplus

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**Resolution #:** 22-216  
**Slip Type:** OTHER  
**SEQRA status**  
**State Mandated** False

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**Explain action needed or Position requested (justification):**

To approve disposition of excess, obsolete or broken Chemung County assets by means that are most beneficial to the County which could be sale, recycling, transfer, scrap or landfill

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**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">SURPLUS ASSET LIST FOR LEGISLATURE APPROVAL May 9 2022.docx.pdf</a>	<a href="#">Surplus Asset List</a>	<a href="#">Cover Memo</a>	4/7/2022

## SURPLUS ASSET LIST FOR LEGISLATURE APPROVAL

Department Lookup	Asset ID	Asset Description	Model Number
BLDGS AND GRDS	NONE	OLD SNOWBLOWER	TRS32
BLDGS AND GRDS	NONE	SELF PROPELLED MOWER	999ES
BLDGS AND GRDS	NONE	PUSH MOWER	NO 14
BLDGS AND GRDS	18384	RIDING MOWER	425
BLDGS AND GRDS	240153	REFRIGERANT RECLAIM MACHINE	UNK
BLDGS AND GRDS	08697	REFRIGERANT RECLAIM MACHINE	UNK
BLDGS AND GRDS	240155	REFRIGERANT RECLAIM MACHINE	UNK
BLDGS AND GRDS	00467	DELTA 14 INCH BANDSAW	UNK
BLDGS AND GRDS	00463	ROCKWELL 8 INCH JOINER	UNK
BLDGS AND GRDS	NONE	SWEEPING ATTACHMENT	UNK
BLDGS AND GRDS	018187	1993 ALL TERRAIN VEHICLE	400
BLDGS AND GRDS	NONE	OLD ATV PLOW	UNK
BLDGS AND GRDS	NONE	OLD ALUMINUM ROWBOAT	UNK
BLDGS AND GRDS	NONE	PRESSURE WASHER	4145000283
BLDGS AND GRDS	NONE	GAS POWERED LEAF BLOWER	8G86C
BLDGS AND GRDS	NONE	GAS POWERED LEAF BLOWER	UNK
BLDGS AND GRDS	NONE	CHIPPER/VACUUM	UNK
BLDGS AND GRDS	NONE	GAS POWERED BRUSH CUTTER	FS100
BLDGS AND GRDS	NONE	OLD ARMY TRAILER	NONE
BLDGS AND GRDS	NONE	MOUNTED 3-WHEELER TIRES	25X12-9
DISTRICT ATTORNEY	NONE	OLD COMPUTER CHAIR	UNK
DSS	NONE	OLD WOODEN DESK	UNK
EMERGENCY MGT	NONE	OLD PRINTER	T430
EMERGENCY MGT	16111	BROKEN GAS DETECTOR	GOLD
EMERGENCY MGT	NONE	FAX MACHINE	UNK
HEALTH DEPARTMENT	NONE	OLD DESKTOP COMPUTER	UNK
HEALTH DEPARTMENT	NONE	OLD COMPUTER MONITOR	UNK
LEGISLATURE	NONE	4 DRAWER FILING CABINET	NONE
LEGISLATURE	02425	4 DRAWER FILING CABINET	NONE
LEGISLATURE	02426	4 DRAWER FILING CABINET	NONE
LEGISLATURE	02213	4 DRAWER FILING CABINET	NONE
NURSING FACILITY	NONE	DESKTOP COMPUTER	UNK
NURSING FACILITY	NONE	OLD ID BADGE PRINTER	DATA CARD
NURSING FACILITY	NONE	DESKTOP COMPUTER	UNK
NURSING FACILITY	NONE	DESKTOP COMPUTER	UNK
NURSING FACILITY	NONE	DESKTOP COMPUTER	UNK
NURSING FACILITY	NONE	OLD ELECTRIC TYPEWRITER	UNK
NURSING FACILITY	NONE	BATTERY BACKUP	UNK



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution authorizing Promotional Partner Agreement with Watkins Glen International on behalf of the Elmira Corning Regional Airport

**Resolution #:** 22-217  
**Slip Type:** OTHER  
**SEQRA status**  
**State Mandated** False

### Explain action needed or Position requested (justification):

The Director of Aviation, on behalf of the Elmira Corning Regional Airport, is requesting authorization of an advertising agreement with Watkins Glen International. The cost is \$10,600 paid for by the SCASDP grant.

The anticipated events for 2022 are as follows:

- IMSA WeatherTech SportsCar Championship (June 24-26)
- Finger Lakes Wine Festival (July 8-10)
- GT World Challenge (July 22-24)
- ARCA Menards Series, NASCAR XFINITY Series & NASCAR Cup Series (August 19-21)
- Hilliard US Vintage Grand Prix (September 9-11)

ELM will receive:

- being named as the Preferred Airport of Watkins Glen International
- logo and banner of WGI website
- 4 social media posts on platforms prior to each major event weekend
- a mutually agreed upon number of thirty second (:30) public address announcements/day during each major event weekend
- twenty (20) Drive the Glen passes
- on-site signage

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">WGI Agreement.pdf</a>	<a href="#">Agreement</a>	<a href="#">Cover Memo</a>	4/21/2022

## PROMOTIONAL PARTNER AGREEMENT

This Promotional Partner Agreement ("Agreement") is made and entered into as of the last date of execution by a party hereto ("Effective Date") by and between **ELMIRA CORNING REGIONAL AIRPORT**, with its principal place of business at 276 Sing Sing Road #1, Horseheads, NY 14845 ("Partner"), and **WATKINS GLEN INTERNATIONAL, LLC d/b/a Watkins Glen International**, a Delaware limited liability company, having its principal place of business at 2790 County Route 16, Watkins Glen, New York 14891 ("WGI").

**WHEREAS**, WGI owns and operates Watkins Glen International® located in Watkins Glen, New York ("Speedway"); and

**WHEREAS**, Partner desires to be the Preferred Airport of Watkins Glen International and obtain other various promotional rights and opportunities, as further described herein.

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The statements in the WHEREAS clauses above are true and correct and hereby incorporated into this Agreement.
2. **Incorporation of Exhibits.** The term "Agreement" shall jointly refer to this Promotional Partner Agreement and Exhibits A and B.
3. **Definitions.** For purposes of this Agreement, the following terms and phrases shall be defined as provided herein:
  - A. "Affiliate" means an entity directly or indirectly controlling, controlled by or under common control with a party to this Agreement, provided that such entity shall be considered an Affiliate only for the time during which such control exists.
  - B. "Event Weekend" means the series of motorsports racing events, anticipated to be held at the Speedway over the course of any weekend (which may include a Thursday, Friday, Saturday and/or Sunday) each year during the Term. For purposes of this Agreement, the Event Weekends anticipated to be held at the Speedway as of execution of this Agreement includes the following and this Agreement only contemplates these Event Weekends:
    - (1) IMSA WeatherTech SportsCar Championship Sahlen's Six Hours of The Glen (June 24-26, 2022)
    - (2) Finger Lakes Wine Festival (July 8-10, 2022)
    - (3) GT World Challenge (July 22-24, 2022)
    - (4) ARCA Menards Series, NASCAR XFINITY Series and NASCAR Cup Series Major Event Weekend (August 19-21, 2022)
    - (5) Hilliard U.S. Vintage Grand Prix (September 9-11, 2022)
  - C. "IMSA" means the International Motor Sports Association.
  - D. "NASCAR" means the National Association for Stock Car Auto Racing.
  - E. "Partner's Marks" means the various emblems, symbols, legends, logos, signs, representations, trademarks, insignias or other indicia denoting or identifying Partner, its brands, and/or its products or services, as listed on Exhibit A to the Agreement.
  - F. "Race Season" means such motorsports racing events as may be conducted at the





Speedway during any one (1) calendar year of the Term of this Agreement.

- G. "Speedway" means the Watkins Glen International racetrack facility in Watkins Glen, Schuyler County, New York, operated by Watkins Glen International, LLC, including the racetrack, grandstands, infield, (which includes victory lane) and surrounding parking areas contiguous with the Speedway, all as may be limited now or in the future by the terms of the sanctioning agreement with the sanctioning body for a particular race.
  - H. "Territory" means the United States of America.
4. **Term.** This Agreement shall commence as of the Effective Date, and unless terminated earlier in accordance with its provisions, shall remain in effect until October, 28 2022 ("Term").
5. **Consideration.**
- A. In consideration of the rights and benefits provided for Partner benefit and use hereunder, Partner shall pay to WGI fees in the amount of \$10,600 ("Rights Fees").
  - B. Rights Fees shall be due on or before June 21, 2022.
  - C. All amounts are expressed and shall be payable in U.S. funds immediately available by electronic payment or check pursuant to invoice, unless otherwise instructed by WGI, in writing.
  - D. Partner understands and agrees that the Rights Fees shall be due and payable in accordance with the above-mentioned schedule. Said Rights Fees which are due and payable but have not been received by WGI by the applicable due date set forth above shall be subject to a monthly late charge of 1.5% of the amount(s) owed, which Partner hereby agrees to pay. Further, Partner hereby agrees to pay any and all reasonable costs of collection incurred for delinquent payments, including court costs and/or attorney's fees.
  - E. Partner understands and agrees that should Partner fail to provide WGI with the Rights Fees or provide the appropriate certificates of insurance as required herein, WGI may deny Partner access to the Speedway until such obligations are fulfilled. Such actions by WGI shall not be considered a breach of this Agreement by WGI nor relieve Partner of any Rights Fees due and owing hereunder.
6. **Benefits Provided to Partner.**
- A. Subject to the procedures, terms and conditions set forth herein, and provided that it timely complies with all applicable requirements and obligations hereunder, Partner shall be entitled to the benefits set forth on Exhibit B during the Term. The failure of Partner to fully utilize the benefits hereunder, or to provide WGI with artwork or copy for any signage, advertising, public address announcements, or other promotional materials (such that the untimely or non-conforming submissions are not used by WGI), shall not entitle Partner to any refund or compensation therefore, and there shall be no reduction in fees due and owing hereunder.
  - B. Except where otherwise specifically defined in this Agreement, all issues and decisions pertaining to signage, advertising, public address announcements, and other promotional materials (including without limitation content, size, quantity, location, placement, design, materials, scheduling, and timing) for the Speedway and other Speedway sponsors shall be made in the sole discretion of WGI, provided that WGI will not unreasonably withhold approval of any content proposed by Partner regarding Partner's products and services that otherwise complies with WGI's size and other requirements.



- C. At its own expense, Partner shall provide WGI with all artwork and copy for all signage, advertising, camera-ready artwork, public address announcements and other necessary materials contemplated in Exhibit A hereto, in accordance with the specifications and closing dates or deadlines for such materials provided by WGI. All such artwork and copy for all signage, advertising, camera-ready artwork, public address announcements and other necessary materials require the prior review and written approval of WGI. Costs for the production and installation of all such signage are included in the Rights Fees.
- D. The parties acknowledge and agree that the rights and benefits granted to Partner are granted on a non-exclusive basis.

**7. Licensing.**

**A. WGI's Right to use Partner's Marks.**

During the Term, Partner hereby grants WGI the Partner License to use the Partner's Marks in connection with the promotion of the Speedway, its events (including but not limited to promotion and event merchandise), tickets sales and other uses ancillary to the operation of the Speedway and promotion of its events.

**B. Approvals.**

- (1) WGI shall submit its proposed usage of the Partner's Marks to Partner for its prior written approval. Should Partner fail to respond to such submission within 10 business days of receipt thereof, such submissions shall be deemed approved. Notwithstanding the above, WGI shall submit to Partner a request for approval to use the Partner's Marks in association with a third party mark, which approval shall not be unreasonably withheld.

- C. Upon the termination of this Agreement, WGI shall cease and desist all use of the Partner's Marks in any manner and will not adopt any word or mark which is confusingly or deceptively similar to the Partner's Marks.

- D. Partner agrees that unless it shall have the right to do so pursuant to an agreement executed with the appropriate entity, it shall not engage in any marketing, promotional, or advertising activities on the property of or in connection with Affiliates of WGI, including without limitation activities that may be construed as "Ambush Marketing." "Ambush Marketing" shall include, but not be limited to, the unauthorized use of intellectual property, event tickets for consumer prize giveaways, contests, sweepstakes or other promotions; and the creation of any advertising that incorporates a theme or image that would lead a reasonable person to believe the non-sponsor advertiser is in some way associated with or has been endorsed by the WGI Affiliate. Should WGI or its Affiliate, in their discretion, deem Partner's activities to be "Ambush Marketing," upon notice, Partner shall immediately cease such activities until the party can mutually resolve the disputed activity.

- E. WGI reserves all rights not expressly granted to Partner in this Agreement.

**8. Indemnification and Insurance.**

- A. Partner shall indemnify, defend, hold harmless and/or provide contribution for Watkins Glen International, LLC, Levy Premium Foodservice Limited Partnership, their respective parent(s), subsidiaries, limited liability and Affiliate companies and their respective shareholders, officers, directors, members, agents, employees, trustees, receivers, successors, and assigns (the "WGI Indemnified Parties") from and against any and all



claims of liability, loss, damage, expenses, court costs and attorneys' fees in connection with, arising out of or directly or indirectly, related to (i) the use of Partner's products or services; (ii) the use by Partner of any Marks granted hereunder in advertising or promotional materials as permitted herein; (iii) WGI's use of a Partner's Mark as authorized in this Agreement which violates the intellectual property rights of a third party; (iv) the acts or omissions or violation of any law, code, ordinance or otherwise (including but not limited to the Americans with Disabilities Act and analogous state or local laws relating to nondiscrimination and/or physical and/or technological accessibility for guests with disabilities) of Partner, or its representatives, agents, volunteers, employees, contractors or subcontractors; (v) Partner's breach of this Agreement. Partner's obligation to defend hereunder shall not extend to claims which have been determined by a court of competent jurisdiction by final and non-appealable judgment or written settlement between the parties, to have resulted from the sole negligence, willful misconduct, or violation of law of a WGI Indemnified Party.

- B. WGI shall indemnify, defend and hold Partner and its shareholders, officers, directors, agents, employees, members, parent companies, related or Affiliated companies, subsidiaries, trustees, receivers, successors and assigns ("Partner's Indemnified Parties") harmless from and against any and all claims of liability, loss, damage, expenses, court costs and attorneys' fees in connection with, arising out of directly or indirectly, related to (i) the use of Speedway products or services, including, but not limited to, claims made by spectators or participants as a result of on-track incidents at events held at the Speedway; (ii) the use by WGI of any of Partner's Marks granted hereunder in advertising or promotional materials as permitted herein; (iii) Partner's use of an WGI Mark as authorized in this Agreement which violates the intellectual property rights of a third party; (iv) the acts or omissions of WGI, the Speedway, its staff, agents or employees; or (v) WGI's breach of this Agreement.
- C. Each party shall give the other party prompt notice of any claim or suit coming within the purview of these indemnities. Upon the written request of an indemnitee, the indemnitor will assume the defense of any claim, demand or action against such indemnitee and will upon the request of the indemnitee, allow the indemnitee to participate in the defense thereof, such participation to be at the expense of the indemnitee. Settlement by the indemnitee without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand or action so settled. Termination of this Agreement shall not affect the continuing obligations of each of the parties as indemnitor's hereunder.
- D. WGI represents and warrants that it will maintain throughout the Term of the Agreement a commercial general liability insurance policy with a reputable company having a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; motor vehicle liability covering all owned, non-owned and hired vehicles with coverage limits of not less than \$1,000,000 per occurrence; and Worker's Compensation insurance, including employer's liability, with minimum limits statutory for all states of operation.
- E. Partner agrees to secure and maintain a commercial general liability insurance policy (including personal injury and contractual liability), having a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Such policy shall be written on an occurrence-based form, with an insurance company rated A- VIII or better by the most current A.M. Best Rating Guide and name as additional insured the Indemnified Parties. Should such policy be written on a claims-made form, such insurance shall remain in place for a period of three (3) years beyond the Term. Partner shall secure and maintain (or require the applicable employer to secure and maintain) Worker's Compensation insurance, including employer's liability, with minimum limits statutory for all states of operation. Partner shall also secure and maintain motor vehicle





liability (including hired, owned, and non-owned) on any vehicle used or displayed on or within the Speedway with coverage limits of not less than \$1,000,000 per occurrence. Upon execution of this Agreement, Partner shall deliver to WGI a certificate of insurance evidencing the above coverage. Such insurance shall be primary and non-contributory over any other insurance that may be available to an WGI Indemnified Party. A waiver of subrogation shall apply in favor of the WGI Indemnified Parties. Insurance limits specified herein are minimums. Insurance coverage shall apply to the fullest extent of Partner's insurance policy limits, or to the extent allowed by law, whichever is greater. Should the above described policy(ies) be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. All of the provisions of this Section shall survive the expiration or termination of this Agreement.

9. **Default.** The parties agree, without prejudice to any other rights of WGI, that Partner is in default in the event of any and/or all of the following: (i) Partner fails to make any and all payments required under this Agreement on or before 5 days after receipt of written notice that a payment has not been made; (ii) Partner fails to observe or perform any and/or all material obligations required by this Agreement on or before 15 days after receipt of written notice that Partner has failed to perform an obligation; (iii) Partner files bankruptcy and/or is adjudicated to be bankrupt whether under federal, state and/or foreign laws; (iv) Partner enters into and or becomes the subject of any reorganization proceeding, liquidation proceeding, receivership and/or similar proceeding whether under federal, state, and/or any foreign laws; and/or (v) Partner, in the reasonable determination of WGI (it is not necessary that any of the following actually occur but rather only that WGI has a reasonable belief that the one or more of the following has occurred), becomes insolvent, fails to pay its debts when they come due, and/or does not have the ability to pay its debts when they come due. In the event of a default, WGI may terminate this Agreement, without prejudice to the rights and remedies of WGI, by giving written notice of termination to Partner. The rights set forth in the preceding paragraph are in addition to all other rights and remedies provided under this Agreement and/or by applicable law.

Neither party shall be liable for any failure, inability, or delay to perform its obligations hereunder if such failure, inability or delay arises beyond control or without fault of the offending party. By way of example, and not limitation, such causes may include acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; pandemics; riots; labor disputes; or governmental actions (federal, state or local), rendering performance commercially impractical. In the event of such failure, WGI or Partner, as the case may be, shall use its best efforts to cure such cause and to resume performance.

10. **Cross-Default.** If Partner defaults on its obligations to WGI or to any Affiliate, under this or any other agreement or relationship between Partner and WGI or any Affiliate, then and in that event, WGI, and any Affiliate with contractual relationships with Partner, in the sole discretion of each separate entity, shall be entitled to declare a cross-default on any other contracts or obligations Partner has with WGI or WGI Affiliate, as the case may be.
11. **Creditworthiness.** Partner acknowledges that WGI has relied upon its understanding of Partner's creditworthiness based upon publicly available information at the time of entering into this Agreement in determining to enter into this Agreement and in structuring the terms and provisions of the Agreement, including but not limited to, the payment schedule contained in this Agreement and that but for such understanding of and reliance upon Partner's creditworthiness WGI would not have entered into the Agreement upon such terms and provisions. Partner acknowledges and agrees that if the publicly available information about Partner's creditworthiness changes so as to materially increase the credit risk to WGI or if a reputable credit rating bureau or service lowers Partner's credit rating such that WGI would not have entered into this Agreement, as determined in WGI's reasonable sole discretion, then WGI, again in its reasonable sole discretion, may elect to accelerate the payment schedule. In such event WGI



shall inform Partner of the decision and accelerated payment schedule in writing.

12. **Remedies.** Upon default or breach of this Agreement by either party, the non-defaulting party shall have the right to recover from the defaulting party all damages and other remedies available to the non-defaulting party at law or in equity, resulting from or arising out of the default under this Agreement. All such remedies shall be cumulative and non-exclusive. To the extent permitted by law, each remedy may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy.

13. **Miscellaneous Provisions.**

- A. **Assignment.** Partner agrees that this Agreement CANNOT be subleased, transferred or assigned to another party, without WGI prior written consent. Any attempt to sublease, transfer or assign this Agreement without prior written consent of WGI is void. Any change in control of Partner (whether by merger, asset sale, stock purchase or other assignment or operation at law) shall for the purposes of this Agreement be deemed an assignment of the rights and obligations contained herein and shall require the written approval of WGI, which shall not be unreasonably withheld. In the event WGI permits such sublease, transfer or assignment of the Agreement, Partner shall remain liable and responsible to WGI for such sublease, transferee, or assignee and its activities in accordance with the terms and conditions of this Agreement.
- B. **Contractual Relationship Created.** Nothing contained herein shall be construed to create or constitute any employment, agency, partnership, franchise or joint venture arrangement by and between the parties, and neither party has the power or authority, express or implied, to obligate or bind the other or thing whatsoever.
- C. **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of New York, without giving effect to the principles of comity or conflicts of laws thereof.
- D. **Arbitration.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use as the sole and exclusive dispute resolution process available under this Agreement, the following procedures. The parties shall first use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 45 days, then, upon written notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such award shall provide for the prevailing party to receive reasonable attorney's fees from the losing party. Both parties shall be equally responsible for all arbitration fees and costs charged by the tribunal; however, the arbitrator may award the foregoing arbitration fees, costs and expenses as damages. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The place of arbitration shall be Watkins Glen, New York.

In the event the enforceability of the preceding "Arbitration" provision is challenged by a Party, or if such provision is otherwise deemed unenforceable for any reason, the Parties knowingly and voluntarily agree that the mandatory, exclusive venue for any action in any way related to this Agreement or its enforcement, including without limitation the initial



challenge of the Arbitration provision, shall be the state and federal courts in and for Schuyler County, New York. All parties hereby knowingly and voluntarily waive any and all objections to venue and personal jurisdiction in the foregoing, and submit themselves thereto.

- E. **Confidentiality.** The financial terms and conditions of this Agreement and the substance of this Agreement are and shall remain confidential, and shall be communicated and available only to such employees or agents of either party with a legitimate business need to know such confidential terms and conditions. Each party shall be responsible for any breach of this Section by such party's employees, related companies and/or agents and each such party shall cooperate with the other party to remedy the breach.
- F. **Entire Agreement; Counterparts.** This Agreement constitutes the entire Agreement between the parties hereto concerning the subject matter hereof, and supersedes all prior Agreements, memoranda, correspondence, conversations and negotiations between the parties. This Agreement may be executed in several counterparts that together shall constitute but one and the same Agreement.
- G. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law; however, if any provision of this Agreement shall be invalid or prohibited for any reason, any such provision shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intention of the parties, and the remainder of any such provisions and the remaining provisions of this Agreement shall remain valid and enforceable.
- H. **Modifications or Amendments.** This Agreement shall not be amended, modified or abrogated, except upon written agreement, executed by that party or those parties whose rights or obligations are being amended, modified or abrogated.
- I. **Waiver.** No failure of either party to object or to take affirmative action with respect to any conduct of the other party which is violation of the terms hereof or nonperformance hereunder shall be deemed a waiver of any subsequent default or nonperformance. No waiver shall be effective unless in writing, signed by the party or parties to which the performance or duty is owed. No delay in asserting any right or remedy shall constitute waiver of any right or remedy.
- J. **No Construction Against Drafting Party.** Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.
- K. **Limitations Imposed by Law.** All provisions of this Agreement are subject to all applicable requirements, limitations, and conditions of the federal, state and local codes, laws, ordinances, regulations and rules applicable in the State of New York. Further, it is understood and agreed Partner's use of any benefits received hereunder are subject to and must be utilized in accordance with all applicable federal, state, local, rules, regulations, laws, codes, ordinances, and guidelines, including without limitation all federal and state Occupational Safety and Health Regulations.
- L. **Drone Prohibition.** WGI strictly prohibits the use of unmanned aerial systems ("UAS"), also known as drones, for any purpose whatsoever at the Speedway. A UAS, for purposes of this Agreement, is any aircraft without a human pilot aboard. WGI personnel may remove anyone using a UAS at the Speedway and confiscate the UAS until the





conclusion of the Event Weekend.

- M. Rescheduled Event.** If an event for which the Partner has partnership rights under this Agreement is postponed and rescheduled for a date after the last day of the Term of this Agreement, then the Term of this Agreement shall be deemed to continue until the conclusion of the rescheduled event. In the event of postponement of an Event, WGI's sole obligation will be to provide the assets and benefits set forth herein on the day of the rescheduled Event. In such event, all agreed upon due dates will be moved according to new Event schedule. In the event of cancellation of an Event, WGI will work with Partner to schedule a reasonable alternative at a future comparable event. In the event no alternative is agreed upon, the parties will be released from obligation for the postponed Event agreement only and any funds paid in advance of an Event will be refunded proportionally to any benefits already received. Any agreement between parties concerning events expected to be held in the future will remain in full force and effect. This shall not, however, extend or alter in any way the Term of this Agreement if this Agreement has been terminated earlier.
- N. Sanctioned Events.** To the extent this Agreement refers to certain events, these events are subject to annual sanctioning body approval. The date(s) of any event is not certain, and event(s) may not even occur at the discretion of the sanctioning body. Failure to obtain a sanctioned event shall in no way be construed as a default or breach of this Agreement. Notwithstanding the foregoing, if an Event does not occur during any year of the Term, Partner shall be entitled to receive mutually agreed upon substitute benefits at an Affiliated racetrack property for any benefits not delivered to Partner as result of such Event cancellation. In the event the parties cannot agree on such substitute benefits following good faith negotiations, Partner shall be entitled to receive a pro-rata refund of the Rights Fees for any benefits not delivered to Partner as a result of such Event cancellation.
- O.** Partner understands and acknowledges the competitive nature of motorsports sponsorships in connection with securing Event entitlements, racetrack property naming rights and NASCAR Series Sponsorships. Should a competitor of Partner wish to entitle a Event at Speedway, purchase the naming rights to the Speedway, or secure one of NASCAR's Official Tier Sponsorships, Watkins Glen International, LLC shall have the option of terminating this Agreement or canceling a portion of Partner's relationship with the Speedway. In the event the Speedway wishes to exercise its rights hereunder, Speedway shall provide Partner a minimum of thirty (30) days' notice of such cancellation or termination, and, if necessary, shall refund Partner a proportional allocation of its Rights Fees for loss of the benefits described herein. The parties acknowledge and agree that in no event shall such actions constitute a breach or default under this Agreement.

**14. Address for Service of Notices.**

If to Partner: Elmira Corning Regional Airport  
276 Sing Sing Road #1  
Horseheads, NY 14845  
Attn: Thomas J. Freeman, Director of Aviation

If to WGI: Watkins Glen International, LLC  
2790 County Route 16  
Watkins Glen, NY 14891  
Attn: President

With a Copy to: Legal Department  
International Motorsports Center  
One Daytona Blvd.



Daytona Beach, FL 32114

15. **Authorized Signature.** Each of the individuals executing this Agreement certifies that he or she is duly authorized to do so.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

**WATKINS GLEN INTERNATIONAL, LLC d/b/a Watkins Glen International**

**"WGI"**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ELMIRA CORNING REGIONAL AIRPORT**

**"Partner"**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





**EXHIBIT A  
PARTNER MARKS**



**EXHIBIT B  
BENEFITS PROVIDED TO PARTNER**

**1. Designations: "Preferred Airport of Watkins Glen International"**

The foregoing "Partner" designation and tag line is a component of the Marks.

**2. Promotional Collateral:**

A. Partner will have the opportunity for logo identification and recognition in selected pre-event promotional collateral and publicity pieces produced by WGI (pending availability and deadlines) consisting of the following:

- (1) WGI Website ([www.theglen.com](http://www.theglen.com)):
  - a. Logo inclusion on home page
  - b. Banner ad listing on accommodations pages

B. Partner will have the opportunity for four (4) social media posts on platforms such as Facebook, Twitter and Instagram prior to each Major Event Weekend.

C. Partner will receive a mutually agreed upon number of thirty second (:30) public address announcements per day read on a rotating basis during each Major Event Weekend.

**2. Admissions/Passes:** Company will receive twenty (20) complimentary Drive The Glen passes for use by Company employees.

**3. On-Site Signage:** Partner will receive the on-site signage and brand integration at the Speedway as described below. The location of such signage will be mutually agreed upon by the parties.

A. Race Season:

- (1) One (1) 4' x 28' Pit Terrace Front Billboard
- (2) One (1) 4' x 24' FrontStretch Front Billboard
- (3) One (1) 5' x 16' Pit Terrace Back Billboard







## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution extending agreement with Sheen & Shine, Inc on behalf of the Elmira Corning Regional Airport (RFB-2064-R Interior and Exterior Cleaning of Terminal Windows)

**Resolution #:** 22-218  
**Slip Type:** OTHER  
**SEQRA status**  
**State Mandated** False

### Explain action needed or Position requested (justification):

The Director of Aviation, on behalf of the Elmira Corning Regional Airport is requesting authorization to extend the Sheen and Shine, Inc. agreement authorized by 19-416 for the interior and exterior cleaning of the terminal windows. This will be the third of three (3), one (1) year extensions until 3/31/23 under the same terms and conditions. The cost per cleaning is \$6,588 or \$13,176 annually (on or about April and October).

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">Copy of RFB-2064-R Custodial Services Elmira Corning Regional Airport Terminal Bid Tab.pdf</a>	<a href="#">RFB-2064-R Custodial Services ECRA</a>	<a href="#">Cover Memo</a>	4/7/2022

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

RFB-2064-R

Re-Bid Custodial Services, Elmira Corning Regional Airport Terminal

Bid Opening: February 7, 2019

Bidder	Retterer & Sons				Greenstar Services, Inc.				Duran Cleaning Services				D & R Cleaning, Inc.		
Addenda 1 & 2	Acknowledged Addendum #1 Only				Acknowledged Addendum #1 Only				Acknowledged Addenda #1 and #2				Did Not Acknowledge Addendum # 1 or 2		
Bid Item #1 Terminal Cleaning	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3
Total Monthly Cost	\$19,318.00	\$20,025.00	\$20,729.00	\$21,435.00	\$33,559.88	\$34,379.19	\$35,428.40	\$36,792.18	\$30,110.00	\$35,020.00	\$36,000.00	\$37,070.00	\$33,540.00	\$35,100.00	\$36,660.00
Total Annual Cost	\$231,826.00	\$240,292.00	\$248,758.00	\$257,223.00	\$402,718.55	\$412,550.27	\$425,140.84	\$441,506.15	\$361,320.00	\$420,240.00	\$432,000.00	\$444,840.00	\$330,365.60	\$353,685.02	\$377,019.68
Total # Cleaner Hours/Month	1,061	1,061	1,061	1,061	903	903	903	903	1,060	1,060	1,060	1,060	953.33	953.33	953.33
Total # Supervisor Hours/Month	243	243	243	243	121	121	121	121	125	125	125	125	606.67	606.67	606.67
Total # of Employees Required to Perform Work	10	10	10	10	7	7	7	7	8	8	8	8	10	10	10
Bid Item #1 Grand Total (Year 1 - 4)	\$978,099.00				\$1,681,915.81				\$1,658,400.00				\$1,722,240.00		
Bid Item #2 Cleaning of all Windows Interior & Exterior (Refer to bid document specifications for size and qty) Total Cost	\$30,000.00				\$60,564.18				\$14,120.00				No Bid		

Bidder	GDI Services, Inc.				Atalian Global Services				Interstate Maintenance				Pure Environment Maintenance, Inc.		
Addenda 1 & 2	Acknowledged Addenda #1 and #2				Acknowledged Addenda #1 and #2				Acknowledged Addenda #1 and #2				Acknowledged Addenda #1 and #2		
Bid Item #1 Terminal Cleaning	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3
Total Monthly Cost	\$27,396.00	\$27,990.00	\$29,180.00	\$30,380.00	\$22,892.00	\$23,350.00	\$24,051.00	\$25,013.00	\$27,649.00	\$27,925.00	\$28,204.00	\$28,487.00	\$119,342.19	\$20,847.13	\$20,847.13
Total Annual Cost	\$328,752.00	\$335,880.00	\$350,160.00	\$364,560.00	\$274,704.00	\$280,200.00	\$288,612.00	\$300,156.00	\$331,790.00	\$335,108.00	\$338,459.00	\$341,844.00	\$236,990.13	\$250,165.53	\$250,165.53
Total # Cleaner Hours/Month	909	909	909	909	887	887	887	887	800	800	800	800	939	939	939
Total # Supervisor Hours/Month	138	138	138	138	174	174	174	174	120	120	120	120	145	145	145
Total # of Employees Required to Perform Work	7	7	7	7	9	9	9	9	6	6	6	6	10	10	10
Bid Item #1 Grand Total (Year 1 - 4)	\$1,379,352.00				\$1,143,672.00				\$1,347,201.00				\$987,486.72		
Bid Item #2 Cleaning of all Windows Interior & Exterior (Refer to bid document specifications for size and qty) Total Cost	No Bid				\$2,772.00				\$12,000.00				No Bid		

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

RFB-2064-R

Re-Bid Custodial Services, Elmira Corning Regional Airport Terminal

Bid Opening: February 7, 2019

Bidder	Sheen and Shine, Inc.				SKJ Facilities Management, Inc.				Superior Building Maintenance						
Addenda 1 & 2	Acknowledged Addenda #1 and #2				No Bid				Acknowledged Addenda #1 and #2						
Bid Item #1 Terminal Cleaning	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4			
Total Monthly Cost	\$21,513.37	\$22,158.77	\$22,823.53	\$23,508.23	No Bid	No Bid	No Bid	No Bid	\$51,345.00	\$54,431.00	\$55,048.00	\$56,177.00			
Total Annual Cost	\$258,164.44	\$265,905.25	\$273,882.40	\$282,098.87					\$616,147.00	\$653,172.00	\$660,583.00	\$674,128.00			
Total # Cleaner Hours/Month	909.3	909.3	909.3	909.3					2,311	2,311	2,311	2,311			
Total # Supervisor Hours/Month	60.62	60.62	60.62	60.62					174	174	174	174			
Total # of Employees Required to Perform Work	6	6	6	6					18	18	18	18			
Bid Item #1 Grand Total (Year 1 - 4)	\$1,080,050.90				No Bid				\$2,604,030.00						
Bid Item #2 Cleaning of all Windows Interior & Exterior (Refer to bid document specifications for size and qty) Total Cost	\$6,588.00				No Bid				No Bid						

or #2
Year 4
\$38,220.00
\$381,662.10
953.33
606.67
10
c.
Year 4
\$20,847.13
\$250,165.53
939
145
10






## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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Resolution authorizing agreement with Black Creek Integrated Systems Corporation on behalf of the Chemung County Sheriff (Level 1 Service Plan)

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**Resolution #:** 22-219  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

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**Explain action needed or Position requested (justification):**

Authorization to renew the Level 1 Service Plan Agreement with Black Creek Integrated Systems Corp. to provide maintenance for the electronic security system at the Chemung County Jail for the period of 1/1/2022 - 12/31/2022. Prior Resolution No.21-118.

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**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">2022 BC Level 1 Service Agreement.pdf</a>	<a href="#">2022 BC Level 1 Service Agreement</a>	<a href="#">Cover Memo</a>	3/28/2022

STATE OF NEW YORK )  
COUNTY OF CHEMUNG )

ss:

### AGREEMENT

**THIS AGREEMENT** made this 11th day of November, 2021, by and between **BLACK CREEK INTEGRATED SYSTEMS CORP.**, an Alabama Corporation with offices at 2900 Crestwood Blvd., Irondale, AL 35210 ("Black Creek") and **CHEMUNG COUNTY**, a municipal corporation of the State of New York with offices at 211 William St., Elmira, New York 14901 ("Chemung County").

**WHEREAS**, Black Creek has submitted to Chemung County a quotation for a 12-month, Level 1, Service Plan dated July 7, 2021 and attached hereto as Exhibit "A" ("The Plan").

**WHEREAS**, Black Creek and Chemung County desire to enter into an agreement in which Black Creek agrees to provide to Chemung County the maintenance services described in The Plan and Chemung County agrees to pay Black Creek for such maintenance services the amount of \$18,832.00, payable on January 1, 2022.

**IN WITNESS WHEREOF**, the parties have set their hands as of the day and year written below, acting through their authorized representatives.


**SHERIFF**

**CHEMUNG COUNTY  
COUNTY ATTORNEY**

**BLACK CREEK INTEGRATED  
SYSTEMS CORPORATION**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

Connie Hill  
\_\_\_\_\_  
Typed or Printed Name

Sheriff  
\_\_\_\_\_  
Title and Date

County Executive  
\_\_\_\_\_  
Title and Date

Vice President, 11/11/21  
\_\_\_\_\_  
Title and Date

## EXHIBIT A



Black Creek integrated Systems Corporation  
P. O. Box 101747  
Irondale, AL 35210  
Ph: (205)949-9900 Fax: (205)949-9910

## QUOTATION

Date	Number	Revision
7/7/2021	102.21188.1	

Terms	Ship Via	Freight	F.O.B.	Delivery
See Below	n/a	n/a	n/a	n/a

## To:

John Hamula  
Chemung County Jail  
211 William Street  
Elmira, NY 14901  
[jhamula@co.chemung.ny.us](mailto:jhamula@co.chemung.ny.us)

Description	Amount
<u>Level One Service Plan</u> See attached plan for description  Net due if Paid Monthly in Advance	\$18,941.00
<u>Discounts Available:</u> 2.5% Discount if paid Quarterly in Advance 5.0% Discount if paid paid Semi-Annually in Advance 7.5% Discount if paid Annually in Advance	\$18,442.00 \$17,969.00 \$17,520.00
<u>VMS Support</u>  Net due if Paid Monthly in Advance	\$1,418.00
<u>Discounts Available:</u> 2.5% Discount if paid Quarterly in Advance 5.0% Discount if paid paid Semi-Annually in Advance 7.5% Discount if paid Annually in Advance	\$1,381.00 \$1,346.00 \$1,312.00
<u>Total Annual Support</u> For period 1/1/22 through 12/31/22  Net due if Paid Monthly in Advance	\$20,359.00
<u>Discounts Available:</u> 2.5% Discount if paid Quarterly in Advance 5.0% Discount if paid paid Semi-Annually in Advance 7.5% Discount if paid Annually in Advance	\$19,823.00 \$19,315.00 \$18,832.00



## **SERVICE PLAN DESCRIPTIONS**



# BLACK CREEK INTEGRATED SYSTEMS CORP.

## LEVEL ONE SERVICE PLAN DESCRIPTION

Page 1 of 2

### A. Purpose of Plan

The Black Creek Level One Service Plan (L1SP) is a non-emergency service offering for Black Creek's customers with limited in-house technical support who desire a minimum level of telephone support in system troubleshooting and repair from the system supplier. The Plan incorporates customer participation in order to limit costs. The Level One Service Plan is a **labor only** plan.

### B. Plan Features

- 1. Non-Emergency Telephone Support** - Black Creek will provide unlimited telephone support including on-line system diagnostics and maintenance between normal business hours of 8:00 a.m. to 5:00 p.m. (Central Time), Monday through Friday (excluding holidays) for a period of 12 months.
- 2. Parts Depot Service** - Black Creek will provide single source parts ordering for all system components originally furnished by BCIS with no minimum order restrictions.
- 3. Discount On Parts** - Level One Service Plan participants will receive a 15% discount from BCIS standard pricing levels on all parts purchases.
- 4. Discount On Labor** - Level One Service Plan participants will receive a 15% discount from Black Creek's On Call Account labor rates for on-site services and telephone support in excess of the hours provided under the basic plan.
- 5. Document Maintenance Surcharge Waiver** - The per call surcharge assessed to on call customers related to the maintenance of as-built system documentation, computer and PLC programs and O&M manuals on-line and in current condition is waived for plan participants.

### C. Customer Responsibilities

- 1. Broadband Internet Connection** - The customer shall install and maintain a broadband internet connection to be used for remote on-line touchscreen control system diagnostics. The Internet connection will be installed adjacent to the Remote Access/Utility computer, and must be assigned a real-world static IP address. The internet connection can be made via cable modem, DSL, or through the County Network, providing the previous listed requirements are met.
- 2. Customer-Designated Service Contact** - The customer shall designate a single individual as the primary service contact. This individual shall be responsible for the resolution of security system problems and be familiar with current and previous service needs and status. This person shall serve as liaison to Black Creek for service-related matters. All other customer personnel shall route service needs to this designated individual.

### D. Extended Services

The services listed in this section **are not** provided as part of the Level One Service Plan but may be purchased by Plan participants.

- 1. Parts Replacement or Repair** - Repair or replacement of failed parts is specifically excluded. Parts may be purchased from Black Creek in accordance with the terms previously described in this service plan.
- 2. Emergency Telephone Support** - Telephone support outside of normal business hours and during weekends and holidays shall be billed at the rates indicated in the attached Extended Services Rate Sheet.



## **BLACK CREEK INTEGRATED SYSTEMS CORP. LEVEL ONE SERVICE PLAN DESCRIPTION**

Page 2 of 2

**3. On-Site Repair Service** - On-site visits shall be billed at the rates indicated in the attached Extended Services Rate Sheet.

### **E. Billing**

Billing for the base service plan contract shall be on a lump sum basis. Billing shall be rendered upon receipt of the customer's purchase order for those services and shall be payable upon receipt of invoice. Billing for parts and extended services shall be rendered upon shipment of parts or completion of services and shall be payable upon receipt of invoice.

### **F. Warranty**

Any parts and labor provided relative to extended services are warranted for a period of 90 days. Damage to systems or components due to abuse, negligence or acts of God are excluded from the warranty provisions.





**BLACK CREEK INTEGRATED SYSTEMS CORP  
EXTENDED SERVICES RATE SHEET  
EFFECTIVE 7/6/17**

	Standard Rate	Level 1 Accounts	Level 2 Accounts	Level 3 - 5 Accounts
<b>Telephone Support Hourly Rates ( Unlimited Coverage Hours M-F, 8 a.m.- 5 p.m. Central Time)</b>				
Service Manager	\$189.00	\$161.00	\$161.00	\$161.00
Programmer	\$220.00	\$187.00	\$187.00	\$187.00
Engineer	\$220.00	\$187.00	\$187.00	\$187.00
Electronics Technician	\$169.00	\$144.00	\$144.00	\$144.00
Documents Maint. Surcharge	\$275.00/Call	Waived	Waived	Waived
<b>Parts Sales</b>				
Parts Discount	- 0 -	15%	15%	15%
Minimum Parts Order	\$100.00	- 0 -	- 0 -	- 0 -
Handling Charge	\$25.00/ Shipment	\$25.00/ Shipment	\$25.00/ Shipment	\$25.00/ Shipment
Shipping Charge	At Cost	At Cost	At Cost	At Cost
<b>On-Site Service Support Hourly Labor Rates ( Coverage Hours M-F, 8 a.m.- 5 p.m. Central Time) (Rates are portal to portal)</b>				
Programmer	\$290.00	\$247.00	\$247.00	\$247.00
Engineer	\$290.00	\$247.00	\$247.00	\$247.00
Electronics Technician	\$208.00	\$177.00	\$177.00	\$177.00
<b>On-Site Service Support Travel Rates</b>				
Service Technician & Truck (Round Trip)	\$2.25/mi.	\$2.00/mi.	\$2.00/mi.	\$2.00/mi.
Air Fare	At Cost	At Cost	At Cost	At Cost
Car Rental	At Cost	At Cost	At Cost	At Cost
Hotel	At Cost	At Cost	At Cost	At Cost
<b>Upcharge Options</b>				
Out Of Coverage Hours <sup>1</sup>	1.5 Times Standard Rate	1.5 Times Contract Rate	1.5 Times Contract Rate	1.5 Times Contract Rate
Sundays/Holidays <sup>2</sup>	2 Times Standard Rate	2 Times Contract Rate	2 Times Contract Rate	2 Times Contract Rate

<sup>1</sup> Out of coverage hours are defined as any hours outside of 7:30 A.M. - 5:30 P.M. Monday – Thursday, and 7:30 A.M. – 11:30 A.M. Friday, Central Time, AND any hours in excess of eight (8) hours onsite per day and Saturday.

<sup>2</sup> Sundays and Holidays are defined as any Sunday, AND, holidays observed by the facility being serviced.





## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution authorizing Memorandum of Agreement between the Chemung County Department of Youth and Recreational Services and the ARC of Chemung-Schuyler (Summer Cohesion)

**Resolution #:** 22-220  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

### Explain action needed or Position requested (justification):

Requesting resolution authorizing a Memorandum of Agreement between the Chemung County Youth Bureau and ARC of Chemung-Schuyler to define the role between the Chemung County Youth Bureau's Summer Cohesion Program and the ARC of Chemung-Schuyler. This agreement clarifies the roles and responsibilities of both parties with respect to the Summer Pals classroom within the Summer Cohesion Program.

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">2022_YB-ARC_MOA.docx</a>	<a href="#">2022 YB-ARC MOA</a>	<a href="#">Cover Memo</a>	4/1/2022
<a href="#">2022_YB-ARC_of_Chemung_MOA_Memo.docx</a>	<a href="#">2022 YB-ARC MOA Memo</a>	<a href="#">Cover Memo</a>	4/1/2022

**2022**  
**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**CHEMUNG COUNTY YOUTH BUREAU & RECREATIONAL SERVICES**  
(Hereinafter called "CCYB")  
**And**  
**ARC of Chemung-Schuyler**  
(Hereinafter called "ARC")

The purpose of this Memorandum of Agreement is to define the role between the Chemung County Youth Bureau's Summer Cohesion Program and the ARC of Chemung-Schuyler. This agreement clarifies the roles and responsibilities of both parties with respect to the Summer Pals classroom within the Summer Cohesion program. Through this partnership, children with special needs will be able to participate in a summer recreation program that allows important opportunities to share in socialization with their peers in a non-traditional school setting. In addition, this will also add our intention to adhere to the obligations of the ADA (American Disabilities Act).

**Through this Memorandum of Agreement, the CCYB will be responsible for the following:**

- The CCYB Summer Cohesion Program will operate July 5<sup>th</sup> -August 12<sup>th</sup>; Monday – Friday; 8:00 A.M. – 2:00 P.M.
- CCYB will work with ARC of Chemung on choosing a location to host Summer Pals during the Summer Cohesion program
- CCYB will administer the online registration process for families to register for Summer Pals thru the Summer Cohesion program.
- CCYB will budget, purchase, provide the program supplies, and incorporate the necessary transportation needed during field trips for Summer Pals
- CCYB will provide copies of program materials as appropriate and as requested to the ARC of Chemung for the Summer Cohesion and Summer Pals program. (i.e. flyers, brochures, press releases, program evaluations, etc.)
- CCYB Program Coordinator, Youth Program Assistant, and Site Coordinator will meet weekly with ARC Summer Pals staff.
- CCYB will pay ARC of Chemung for their services for Summer Pals within 30 days of the delivered invoice.
- CCYB shall be entitled to terminate all of its obligations under this MOA at any time upon 2 weeks prior written notice to the ARC of Chemung-Schuyler.

Through this Memorandum of Agreement, the ARC of Chemung-Schuyler agrees to the following:

- ARC agrees to provide program support and assistance to the CCYB regarding the dissemination of any and all Summer Pals program information and promotional materials.
- ARC will provide the CCYB with a budget with proposed costs for their services for the Summer Pals program.
- ARC will employ 3 direct staff and 1 team lead. They will be specifically trained and designated to help support and work with the children in the Summer Pals program. In addition, those employees will also attend Summer Cohesion orientation/training the week of June 27<sup>th</sup>.
- ARC Summer Pals staff will work July 5 – August 12, 2022. Work hours will be 7:45 A.M. - 2:15 P.M.
- ARC staff will collect program related data for the Summer Pals classroom.
- ARC will be responsible for screening participants to be in Summer Pals.
- Summer Pals classroom would consist of 8-12 participants from 4-12 years of age.
- ARC Summer Pals staff are reportable to Site Coordinator and CCYB staff in addition to ARC.
- ARC staff members will partner with 1 or more children from Summer Pals and accompany them throughout the entire day at Summer Cohesion. ARC staff members will support the children with personal care needs; facilitate appropriate social interaction and assist them with behavioral supports.
- The ARC of Chemung will invoice the CCYB for the costs of services provided in this MOA. The invoice will be sent to the CCYB by August 31, 2022. **Total cost not to exceed \$30,000.**
- The ARC of Chemung shall be entitled to terminate all of its obligations under this MOA at any time upon 2 weeks notice prior written to CCYB.

The parties hereto have hereunto signed this MOA on the day and year appearing below their respective signatures.

**Chemung County Youth Bureau**

Chemung County Executive Signature \_\_\_\_\_

Print Name: Christopher Moss

Date: \_\_\_\_\_

**ARC of Chemung**

ARC of Chemung-Schuyler Director Signature \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



Chemung County  
Youth Bureau & Recreational Services

David Ellis  
Executive Director

599 Harris Hill Road • Elmira, NY 14903 • 607-737-2907 • Fax: 607-737-0435

ChemungYouth.com

**MEMO**

TO: Christopher Moss, County Executive / David Sheen, Deputy County Executive / Brian Hart, Commissioner of Human Services / Steve Hoover, Budget Director / County Legislature

FROM: David Ellis, Executive Director

DATE: March 25, 2022

RE: 2022 Youth Bureau & ARC of Chemung MOA Request

Please consider this correspondence as the Chemung County Youth Bureau and Recreational Services request permission for a Memorandum of Agreement with the ARC of Chemung-Schuyler for the 2022 Summer Cohesion Program.

The purpose of this Memorandum of Agreement is to define the role between the Chemung County Youth Bureau's Summer Cohesion Program and the ARC of Chemung-Schuyler. This agreement clarifies the roles and responsibilities of both parties with respect to the Summer Pals classroom within the Summer Cohesion program. Through this partnership, children with special needs will be able to participate in a summer recreation program that allows important opportunities to share in socialization with their peers in a non-traditional school setting. In addition, this will also add our intention to adhere to the obligations of the ADA (American Disabilities Act).

The 2022 Youth Bureau budget currently reflects the \$30,000 budgeted for the ADA complaint room. This funding will be provided through Department of Social Services (NYS Community Optional Preventive Services Funding) 62% state share and 38% local share.

Please feel free to contact me at your convenience with any questions.

Thank you in advance for your consideration in this matter.

Helping The Youth of Our Community Thrive



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution authorizing Various Provider Agreements with Qualified Individuals on behalf of the Chemung County Department of Social Services

---

**Resolution #:** 22-221  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

---

**Explain action needed or Position requested (justification):**

Requesting resolution authorizing various provider agreements of Qualified Individuals (QI) services on behalf of the Dept. of Social Services. In our records, this request will replace resolution 21-413 for the period of 01/01/21 to 12/31/22. The new resolution will allow additional providers of services.

---

**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">Various Providers of QI Services.doc</a>	<a href="#">Various Providers</a>	<a href="#">Cover Memo</a>	4/1/2022



BRIAN HART, LCSW-R  
COMMISSIONER

CHEMUNG COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
AND MENTAL HYGIENE

HUMAN RESOURCE CENTER  
425-447 PENNSYLVANIA AVE.

P.O. BOX 588  
Elmira, New York 14902-0588  
PHONE NO: (607) 737-5405  
FAX: (607) 737-5500

CHRISTINE O'HERRON  
DEPUTY COMMISSIONER

**TO:** Christopher J. Moss, County Executive / Steve Hoover, Budget Director / County Legislature

**CC:** Brian Hart, Commissioner of Human Services / Mindy Banfield, Director of Children and Family Services

**FROM:** Christine O'Herron, Deputy Commissioner

**DATE:** March 30, 2022

**RE:** **Various Providers of Qualified Individual (QI) Services**

On behalf of the Chemung County Department of Social Services, please consider this memo as our request to enter into Various Provider agreements for provision of Qualified Individual (QI) services.

County resolution number 21-413 authorized Family Services of Chemung County as our QI service provider. As Social Services may require multiple providers of QI services, we are forwarding a new request for Various Providers.

You may recall, effective September 2021, in accordance with the mandated Federal Family First Prevention Services Act (FFPSA), the services of Qualified Individual (QI) will be provided for the purpose of conducting assessments of youth in foster care. FFPSA requires an assessment of a child by a QI who is a licensed clinician for a child to enter certain types of residential placements. More specifically, within thirty (30) days of a child being placed in a New York State Qualified Residential Treatment Program (QRTP) setting, a QI must complete an assessment.

QIs assess the child's strengths and needs using a federally approved, age-appropriate, evidence-based, validated, functional assessment tool, specifically the Child and Adolescent Needs Assessment (CANS) and/or the Child and Adolescent Services Intensity Instrument (CASII). The assessment will determine if the child's needs can be met with family members, in a foster family home, and/or if the child's needs meet the criteria for a QRTP level of care.

QI is a Medicaid billable expense in which the provider will manager. Should a service associated with QI be outside of a Medicaid billable scope, this resolution is requested not to exceed \$10,000. Please contact Commissioner Brian Hart at 737-5501, if you have any questions. Thank you.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution authorizing agreement with the Chemung County Humane Society and the Society for the Prevention of Cruelty to Animals, Inc. on behalf of the Chemung County Health Department (County Rabies Clinics)

**Resolution #:** 22-222  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

### Explain action needed or Position requested (justification):

Request resolution authorizing agreement between the Chemung County Humane Society (SPCA) and the County of Chemung (Rabies Clinic). SPCA shall furnish coordination and clerical staff for a minimum of four (4) rabies clinics and no more than 8 rabies clinics in the County of Chemung. the clinic locations must be preapproved by the county. Dates will be coordinated with other clinics held throughout the county and open to all Chemung County residents.

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">2022 Rabies Budget.pdf</a>	<a href="#">2022 Rabies Budget</a>	<a href="#">Cover Memo</a>	4/1/2022
<a href="#">Copy of 2022 Rabies Resolution Info.xlsx</a>	<a href="#">2022 Rabies Resolution Info</a>	<a href="#">Cover Memo</a>	4/1/2022



# Budget Worksheet Report

Budget Year 2022

Account Account Description 2022  
Recommended

FUND 10 - (A) GENERAL FUND

EXPENSE

DEPARTMENT 4010 - PUBLIC HEALTH

SUB DEPARTMENT 4042 - HLTH/RABIES CONTROL

CONTRACTUAL & MISCELLANEOUS EXPENDITURES

50408 CONTRACTS 9,400.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	City of Elmira Contract Animal Handling	1.0000	5,000.00	5,000.00
Recommended	SPCA Contract Rabies Clinics	8.0000	550.00	4,400.00
Recommended Totals				\$9,400.00

50434.68 MEDICAL/HOSP & DOCTORS 3,600.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Arnot Health Human Post Exposure Treatment	12.0000	300.00	3,600.00
Recommended Totals				\$3,600.00

50434.69 MEDICAL/DRUGS 2,500.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Rabies Vaccine	1.0000	2,500.00	2,500.00
Recommended Totals				\$2,500.00

50434.75 MEDICAL/OTHER 300.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Syringes and Clinic Supplies	1.0000	300.00	300.00
Recommended Totals				\$300.00

CONTRACTUAL & MISCELLANEOUS EXPENDITURES Totals \$15,800.00

SUB DEPARTMENT 4042 - HLTH/RABIES CONTROL Totals \$15,800.00

DEPARTMENT 4010 - PUBLIC HEALTH Totals \$15,800.00

EXPENSE TOTALS \$15,800.00

FUND 10 - (A) GENERAL FUND Totals \$15,800.00

EXPENSE TOTALS

FUND 10 - (A) GENERAL FUND Totals (\$15,800.00)

Net Grand Totals

REVENUE GRAND TOTALS \$0.00





# Budget Worksheet Report

Budget Year 2022

EXPENSE GRAND TOTALS	\$15,800.00
----------------------	-------------

Net Grand Totals	(\$15,800.00)
------------------	---------------

[illegible]

Chemung County Rabies
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[illegible]



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution authorizing certain applications for and disbursement of Community Development Funds (Legislature)

---

**Resolution #:** 22-223  
**Slip Type:** OTHER  
**SEQRA status**  
**State Mandated** False

---

**Explain action needed or Position requested (justification):**

contribute by:

Sweet: \$1,000  
Hyland: \$1,000  
Briggs: \$1,000  
Pastrick: \$1,000  
Drake: \$2,000  
Manchester: \$1,500  
Woodard: \$ 300

**Total award: \$7,800**

---

**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">Application - Comm. Dev. Fund - Big Flats Historical Society (April 2022).pdf</a>	<a href="#">Application</a>	<a href="#">Cover Memo</a>	4/19/2022
<a href="#">Application - Community Development Funds (VVA 803 - The Moving Wall 2022).pdf</a>	<a href="#">Application - VVA 803/The Moving Wall</a>	<a href="#">Cover Memo</a>	4/22/2022



Monday, March 7, 2022

## Application for Community Development Funds

The County of Chemung is accepting applications (requests) for grants to municipal corporations and special districts for projects that enhance the community during calendar year 2022. Not-for-profit corporations are not eligible for grants but are eligible to receive these funds to perform services for Chemung County to enhance the community. A County Legislator or the County Executive must sponsor all applications (requests) for funding. To view the Policy click [here](#):

If you wish to apply for Community Development Funds complete the application below. Applications will be processed and reviewed quarterly throughout 2022.

### Project Description:

Activities considered eligible for funding include, but are not limited to, those that enhance the community in the areas of education, tourism, the arts, recreation, health, social services, public infrastructure, or conservation and preservation of historical and cultural resources.

The expected outcome of such projects is that residents throughout the Chemung County will receive benefits by utilizing these funds to support these important activities.

**Full Legal Organizational Name** Big Flats Historical Society

**Address** P. O. Box 232  
Big Flats, NY, 14814

**Organizational's Qualifications for Grant or Contract** 501(c)(3)

**Organization's Web-site address** [www.bigflatsmuseum.com](http://www.bigflatsmuseum.com)

**Organization's contact person and contact information** Jenny Dean

**Phone Number** (607) 562-8979

**Email** [jenjen141201@gmail.com](mailto:jenjen141201@gmail.com)

**Legislative District** District 2 (Big Flats): David L. Manchester

**If your organization has a committee, board or other organizational structure, have they been made aware the your organization is making this application** Yes

**Total amount of project** 2,000

**Amount of funding requested** 2,000

**Is your organization receiving any other source of grant funding? If yes, please indicate the funding source and amount**

No

**Please provide a brief summary and/or project narrative of what the requested funding will be utilized for and how your program/agency assists with the overall goals and objectives of promoting community development throughout Chemung County. (Please attach any additional information you feel may be beneficial to the application.)**

We will be purchasing extra brackets for the Hometown Heroes project that we will be opening to the towns people. During this time when their funds are stretched to limit with everyday living costs this will help them to be able to afford a flag for their loved one to display for the community. If we have extra brackets on hand they will not have to purchase that piece and it makes it more affordable.

**Grantee**

Jenny Dean

**I hereby certify all statements and attachments to be truthful and accurate.**



**Date**

Monday, March 7, 2022



Friday, April 22, 2022

## Application for Community Development Funds

The County of Chemung is accepting applications (requests) for grants to municipal corporations and special districts for projects that enhance the community during calendar year 2022. Not-for-profit corporations are not eligible for grants but are eligible to receive these funds to perform services for Chemung County to enhance the community. A County Legislator or the County Executive must sponsor all applications (requests) for funding. To view the Policy click [here](#):

If you wish to apply for Community Development Funds complete the application below. Applications will be processed and reviewed quarterly throughout 2022.

### Project Description:

Activities considered eligible for funding include, but are not limited to, those that enhance the community in the areas of education, tourism, the arts, recreation, health, social services, public infrastructure, or conservation and preservation of historical and cultural resources.

The expected outcome of such projects is that residents throughout the Chemung County will receive benefits by utilizing these funds to support these important activities.

**Full Legal Organizational Name** vietnamv veterans asociation chaper 803

**Address** 1200 Davis street  
elmira, ny, 14901

**Organizational's Qualifications for Grant or Contract** 501(c)(3)

**Organization's Web-site address** 4vietnamwall.com

**Organization's contact person and contact information** Bob Brill

**Phone Number** (607) 426-4846

**Email** robertsraa@gmail.com

**Legislative District** District 13 (City of Elmira, Town of Southport): Scott Drake

**If your organization has a committee, board or other organizational structure, have they been made aware the your organization is making this application** Yes

**Total amount of project** \$40,000

**Amount of funding requested** \$7,800.00

**Is your organization receiving any other source of grant funding? If yes, please indicate the**

**funding source and amount**

none other applied yet

**Please provide a brief summary and/or project narrative of what the requested funding will be utilized for and how your program/agency assists with the overall goals and objectives of promoting community development throughout Chemung County. (Please attach any additional information you feel may be beneficial to the application.)**

Vietnam wall Veteran week  
brining in Vietnam wall  
reading Names all Veterans  
Va assistance for veterans in needs  
veteran history Chemung county  
speakers of quality one a pow was in Hanoi hilton senator McCain  
Boces Birds bees butterflys enhancing nature with our veterans  
civil air patrol participation  
multiple veteran civic organizations  
toxic exposure and substance abuuse  
veteran service officers participating to increase benefits granted to chemung county  
flag foldind and honor ceremonies taught to youth and adults  
a total community participation

**Grantee**

Robert Brill Vietnam veterans 803

**I hereby certify all statements and attachments to be truthful and accurate.**

\_\_\_\_\_  
\_\_\_\_\_

**Date**

Friday, April 22, 2022





## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution authorizing application for and acceptance of US Department of Transportation Federal Aviation Administration Grant on behalf of the Elmira Corning Regional Airport (Modifications to Outbound Baggage Belt)

---

**Resolution #:** 22-224  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

---

**Explain action needed or Position requested (justification):**

Requesting resolution requesting to apply and accept an FAA grant for the Outbound Baggage Belt on behalf of the Elmira Corning Regional Airport (ECRA). This project involves modifications of the current baggage belt system conveying checked bags from the airline ticket counters to the bag screening area. The estimated cost of this project is \$2,750,000 (95% federal - \$2,612,500 and 5% local - \$137,500). The local share is to be paid for by Passenger Facility Charges (PFCs).

---

**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">Outbound Baggage Apply Accept.pdf</a>	<a href="#">Outbound Baggage Apply Accept</a>	<a href="#">Cover Memo</a>	4/1/2022

## Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information

### General

**Airport Name:** Elmira Corning Regional Airport  
**LOCID:** KELM  
**State Code:** NY   
**Point of Contact's Name:** Thomas Freeman  
**Point of Contact's Title:** Director of Aviation  
**POC's Phone Number:** 607-873-1115  
**POC's Email Address:** tfreeman@chemungcountyny.gov

### Project Overview

**Project Type:** ☒ Terminal ☐ Tower

**Project Description (75 words or less):**

Project involves modifications to the outbound baggage belt system conveying passenger checked bags from the airline ticket counters to the bag screening area. The existing system requires excess manual handling of checked bags and has many ergonomic deficiencies, leading to work place injuries. The proposed project would address the ergonomic issues and reconfigure the outbound baggage belt so that it more efficiently conveys baggage with less manual handling of bags.

**Target timeframe dates:** Grant Award: 09/30/2022      Construction Start: 11/01/2022

## Project Status

**Total (Estimated) Project Cost:** \$ 2,750,000

**Amount of Funding Requested:** \$ 2,612,500

**Match Available:** ☒ Yes ☐ No

**Delivery Method** (choose one):

☒ Design/Bid ☐ Design/Build ☐ CM at Risk ☐ Other:

**Bid or GMP:** ☐ Yes ☒ No. If "No," Estimated bid/GMP date: 08/31/2022

**Phased Project:** ☒ Yes ☐ No. If "Yes," Phase: 4 of 5

**Do you have a comprehensive financial plan?** ☒ Yes ☐ No

**Is the project on an approved ALP?**

☒ Yes ☐ No. If "Yes," enter the approval date: 11/02/2016

**Is environmental determination complete?**

☒ Yes ☐ No. If "Yes," enter the approval date: 02/16/2017

**Is airspace approval complete?**

☐ Yes ☐ No ☒ N/A.

If "Yes," enter the airspace case number:

**Current Enplanements:** 76,273

**Approved Forecasted Enplanements:** 156,677 **Year:** 2025

**Existing Square Footage:** 88,000 sq. ft.

**Proposed Square Footage:** 88,000 sq. ft.

**Is this project phased and/or associated with an approved BIL, AIP or PFC project?**

☒ Yes ☐ No ☐ N/A

If "Yes," describe:

The Sponsor embarked on a comprehensive multi-phase terminal rehabilitation and expansion in 2017 using a combination NYS DOT, AIP (FY 17 and FY 18), and PFC funds. The proposed project would complete Phase IV of V, involving modernizing and updating the outbound baggage belt system that conveys passenger checked bags from the ticket counters to the TSA inspection area.

## Program Considerations (Terminal and Tower)

If you check a box below, you must describe how the project satisfies the criteria.

Check all that apply to the proposed project.

☒ **Increase Capacity and Passenger Access.** Description (Maximum Characters: 300):

Existing equipment is inefficient to operate and requires excess manual handling of baggage. The proposed project would increase the capacity of the airport to handle bags, especially oversized luggage (e.g. golf bags)

☒ **Replacing Aging Infrastructure.** Description (Maximum Characters: 300):

The existing outbound baggage belt is in poor condition, dating back to the original construction of the terminal in the late 1950's. The existing system is prone to breakdowns and expensive to maintain. It does not meet modern standards for worker safety.

☐ **Achieves Compliance with Americans with Disabilities Act and Expands Accessibility for Persons with Disabilities.** Description (Maximum Characters: 300):

☐ **Improves Airport Access for Historically Disadvantaged Populations.**

Description (Maximum Characters: 300):

☒ **Improves Energy Efficiency.** Description (Maximum Characters: 300):

The project would replace outdated mechanical systems with modern energy efficient systems. The mechanical systems that currently drive the baggage belt are dated and worn, making them inefficient to operate. New energy efficient mechanical drive systems would be provided.

☐ **Improves Airfield Safety through Terminal or Tower Relocation.**

Description (Maximum Characters: 300):

☐ **Encourages Actual and Potential Competition.** Description (Maximum Characters: 300):

☐ **Good Paying Jobs.** Description (Maximum Characters: 300):

### Program Considerations (Tower Only)

If the project is for a tower, also complete this section of the form.

**Project Type.** The project type for this grant application (choose one or both):

☐ **Airport Owned, FAA Operated Tower**

☐ **Contract Tower Program**

**Siting Study.** Has a Siting Study been completed for the Air Traffic Control Tower Project?"

☐ Yes    ☐ No

If you check a box below, also describe how the project satisfies the criteria.  
Check all that apply to the proposed project.

☐ **Relocating.** Description (Maximum Characters: 300):

☐ **Reconstructing.** Description (Maximum Characters: 300):

☐ **Repairing.** Description (Maximum Characters: 300):

☐ **Improving Airport Owned Tower.** Description (Maximum Characters: 300):

### Certifications

By electronically signing this document, I hereby certify that we have followed, or will follow, all procurement processes required under 2 CFR 200, including but not limited to:

- Davis Bacon
- Buy American
- Consultant Selection

Name:

Signature:

Date (if not in signature):

Title:



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution extending agreement with Retterer & Sons on behalf of the Elmira Corning Regional Airport (RFB-2064-R Custodial Services, Terminal Building)

**Resolution #:** 22-225  
**Slip Type:** OTHER  
**SEQRA status**  
**State Mandated** False

### Explain action needed or Position requested (justification):

The Director of Aviation, on behalf of the Elmira Corning Regional Airport is requesting to extend the Retterer & Sons agreement authorized by resolutions 19-230, 20-172, and 21-190. This will be the 3rd of three (3) one (1) year extensions until 3/31/23, under the same terms and conditions. The monthly cost for year four is \$21,435 for \$257,223 annually.

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">Copy of RFB-2064-R Custodial Services Elmira Corning Regional Airport Terminal Bid Tab.pdf</a>	<a href="#">RFB-2064-R Custodial Services</a>	<a href="#">Cover Memo</a>	4/7/2022

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

RFB-2064-R

Re-Bid Custodial Services, Elmira Corning Regional Airport Terminal

Bid Opening: February 7, 2019

Bidder	Retterer & Sons				Greenstar Services, Inc.				Duran Cleaning Services				D & R Cleaning, Inc.		
Addenda 1 & 2	Acknowledged Addendum #1 Only				Acknowledged Addendum #1 Only				Acknowledged Addenda #1 and #2				Did Not Acknowledge Addendum # 1 or 2		
Bid Item #1 Terminal Cleaning	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3
Total Monthly Cost	\$19,318.00	\$20,025.00	\$20,729.00	\$21,435.00	\$33,559.88	\$34,379.19	\$35,428.40	\$36,792.18	\$30,110.00	\$35,020.00	\$36,000.00	\$37,070.00	\$33,540.00	\$35,100.00	\$36,660.00
Total Annual Cost	\$231,826.00	\$240,292.00	\$248,758.00	\$257,223.00	\$402,718.55	\$412,550.27	\$425,140.84	\$441,506.15	\$361,320.00	\$420,240.00	\$432,000.00	\$444,840.00	\$330,365.60	\$353,685.02	\$377,019.68
Total # Cleaner Hours/Month	1,061	1,061	1,061	1,061	903	903	903	903	1,060	1,060	1,060	1,060	953.33	953.33	953.33
Total # Supervisor Hours/Month	243	243	243	243	121	121	121	121	125	125	125	125	606.67	606.67	606.67
Total # of Employees Required to Perform Work	10	10	10	10	7	7	7	7	8	8	8	8	10	10	10
Bid Item #1 Grand Total (Year 1 - 4)	\$978,099.00				\$1,681,915.81				\$1,658,400.00				\$1,722,240.00		
Bid Item #2 Cleaning of all Windows Interior & Exterior (Refer to bid document specifications for size and qty) Total Cost	\$30,000.00				\$60,564.18				\$14,120.00				No Bid		

Bidder	GDI Services, Inc.				Atalian Global Services				Interstate Maintenance				Pure Environment Maintenance, Inc.		
Addenda 1 & 2	Acknowledged Addenda #1 and #2				Acknowledged Addenda #1 and #2				Acknowledged Addenda #1 and #2				Acknowledged Addenda #1 and #2		
Bid Item #1 Terminal Cleaning	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3
Total Monthly Cost	\$27,396.00	\$27,990.00	\$29,180.00	\$30,380.00	\$22,892.00	\$23,350.00	\$24,051.00	\$25,013.00	\$27,649.00	\$27,925.00	\$28,204.00	\$28,487.00	\$119,342.19	\$20,847.13	\$20,847.13
Total Annual Cost	\$328,752.00	\$335,880.00	\$350,160.00	\$364,560.00	\$274,704.00	\$280,200.00	\$288,612.00	\$300,156.00	\$331,790.00	\$335,108.00	\$338,459.00	\$341,844.00	\$236,990.13	\$250,165.53	\$250,165.53
Total # Cleaner Hours/Month	909	909	909	909	887	887	887	887	800	800	800	800	939	939	939
Total # Supervisor Hours/Month	138	138	138	138	174	174	174	174	120	120	120	120	145	145	145
Total # of Employees Required to Perform Work	7	7	7	7	9	9	9	9	6	6	6	6	10	10	10
Bid Item #1 Grand Total (Year 1 - 4)	\$1,379,352.00				\$1,143,672.00				\$1,347,201.00				\$987,486.72		
Bid Item #2 Cleaning of all Windows Interior & Exterior (Refer to bid document specifications for size and qty) Total Cost	No Bid				\$2,772.00				\$12,000.00				No Bid		



CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

RFB-2064-R

Re-Bid Custodial Services, Elmira Corning Regional Airport Terminal

Bid Opening: February 7, 2019

Bidder	Sheen and Shine, Inc.				SKJ Facilities Management, Inc.				Superior Building Maintenance						
Addenda 1 & 2	Acknowledged Addenda #1 and #2				No Bid				Acknowledged Addenda #1 and #2						
Bid Item #1 Terminal Cleaning	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4			
Total Monthly Cost	\$21,513.37	\$22,158.77	\$22,823.53	\$23,508.23	No Bid	No Bid	No Bid	No Bid	\$51,345.00	\$54,431.00	\$55,048.00	\$56,177.00			
Total Annual Cost	\$258,164.44	\$265,905.25	\$273,882.40	\$282,098.87					\$616,147.00	\$653,172.00	\$660,583.00	\$674,128.00			
Total # Cleaner Hours/Month	909.3	909.3	909.3	909.3					2,311	2,311	2,311	2,311			
Total # Supervisor Hours/Month	60.62	60.62	60.62	60.62					174	174	174	174			
Total # of Employees Required to Perform Work	6	6	6	6					18	18	18	18			
Bid Item #1 Grand Total (Year 1 - 4)	\$1,080,050.90				No Bid				\$2,604,030.00						
Bid Item #2 Cleaning of all Windows Interior & Exterior (Refer to bid document specifications for size and qty) Total Cost	\$6,588.00				No Bid				No Bid						

or #2
Year 4
\$38,220.00
\$381,662.10
953.33
606.67
10
c.
Year 4
\$20,847.13
\$250,165.53
939
145
10




## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution authorizing Task Order No. 22 with McFarland Johnson on behalf of the Elmira Corning Regional Airport (Reconstruct Taxiway A Construction Administration Project)

---

**Resolution #:** 22-226  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

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**Explain action needed or Position requested (justification):**

The Director of Aviation, on behalf of the Elmira Corning Regional Airport is requesting authorization of McFarland Johnson's Task Order No. 22, Reconstruct Taxiway A Construction Administration Project. McFarland-Johnson, Inc. shall provide the following professional services to Chemung County including administrative and full-time resident inspection services during the Construction Phase of the above project. The project will be constructed by Chemung County with grant assistance from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP), and the State of New York Department of Transportation.

The cost of this Task Order is \$165,747.00

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**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">MJ TO 22.pdf</a>	<a href="#">MJ Task Order No. 22</a>	<a href="#">Cover Memo</a>	4/12/2022

## **SCHEDULE A**

### **TASK ORDER AUTHORIZATION NO. 22**

Resolution # \_\_\_\_\_  
Approval Date \_\_\_\_\_  
PIN # Pending  
FAA AIP # 3-36-0026-XX-2022  
MJ Project # 18302.22

PROJECT: Five -Year Consultant Services Contract  
Elmira Corning Regional Airport  
M-J Project No. 18302.22

DATE OF ISSUANCE: April 1, 2022

PROJECT DESCRIPTION: Reconstruct Taxiway A Construction Administration Project

The items of work to be accomplished under this Task Order include the following and are further described on the attached Scope of Work, "Exhibit A":

- Project Administration / Management
- Construction Administration
- Construction Observation
- Geotechnical Laboratory & Field Testing
- As-built Topographical Surveying and Mapping
- Grant Administration

METHOD OF COMPENSATION:

Cost-Plus Fixed Fee, as indicated in the attached Exhibit B

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THIS TASK ORDER NO. 22 AMOUNT

DAYS OR DATES TO COMPLETE THIS TASK ORDER

\$ 165,747

December 31, 2023

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The Agreement for Professional Engineering Services between County of Chemung and McFarland-Johnson, Inc., for Professional Services at Elmira-Corning Regional Airport, five-year period, dated July 10, 2017, shall govern all TASK ORDERS executed under this Assignment, unless modified in writing and agreed to by CONSULTANT and SPONSOR.

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ACCEPTED:

APPROVED:

by \_\_\_\_\_  
James M. Festa, P.E.  
Chief Executive Officer

by \_\_\_\_\_  
Christopher J. Moss  
County Executive

## **EXHIBIT “A”**

### **TASK ORDER NO. 22**

#### **Scope of Work**

### **ELMIRA CORNING REGIONAL AIRPORT CHEMUNG COUNTY, NY**

#### **CONSTRUCTION OBSERVATION AND ADMINISTRATION SERVICES FOR RECONSTRUCT PARALLEL TAXIWAY A PROJECT**

McFarland-Johnson, Inc. (CONSULTANT) shall provide the following professional services to Chemung County (SPONSOR) including administrative and full-time resident inspection services during the Construction Phase of the above project at the Elmira Corning Regional Airport. The project will be constructed by the SPONSOR with grant assistance from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP), and the State of New York Department of Transportation.

The project will include the reconstruction of a 1,100 feet long section of Parallel Taxiway A between Taxiway A2 and the newer section of Taxiway A that extends to the Runway 24 Threshold at the Elmira Corning Regional Airport. Additional project considerations will include:

- Reconstruction of a portion of Taxiway J from the Taxiway A intersection back to the existing non-movement pavement marking.
- Storm water drainage improvements will be limited to treating water quality.
- Taxiway edge lighting and signage will not be addressed under this project.

The construction activity will be phased to minimize impacts on airport operations. The construction phasing includes a single phase and work area to complete the project while facilitating access for aircraft to the runways and apron facilities located adjacent to the work. It is anticipated that a full-time staff of one Resident Engineer will be required during the work period, with an additional full-time staff of a Senior Inspector during asphalt paving operations to be provided by a subconsultant, Hunt E-A-S. A Geotechnical Subconsultant will also be required to perform Quality Assurance (QA) laboratory and field testing. A Surveying subconsultant will be employed to provide an as-built survey of the project. The cost of the construction contract, based on estimates, is \$1.36 Million.

Professional services to be provided by the CONSULTANT shall include the following:

**A. ADMINISTRATION/PROJECT MANAGEMENT:**

Services provided for under this phase typically include:

1. **Consultation:** CONSULTANT shall provide advice to the SPONSOR during construction, including the holding of a pre-construction conference and final inspection conference as required by the FAA.
2. **Site Visits:** CONSULTANT's Project Manager/Project Engineer shall make visits to the site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, in order to observe the progress and adherence to the Contract Documents of the various aspects of the CONTRACTOR(s)' work. It is anticipated that the Project Manager/Project Engineer will visit the site a minimum of one visit per week during the construction period.
3. **Shop Drawings:** CONSULTANT shall review and take other appropriate action with respect to Shop Drawings, Material Submittals, Samples and other data which the CONTRACTOR(s) are required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a function of the whole as indicated in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incidental thereto.
4. **Construction Management Plan:** CONSULTANT shall prepare a Construction Management Plan in accordance with FAA requirements for the project, including identification of key staff, their experience and duties on this project. The plan will also identify key material testing requirements for the project and identify how these requirements will be addressed, and the parties responsible for the testing program.
5. **Grant Administration:** A Grant Administrator will be assigned to the Project. The Grant Administrator will assist the SPONSOR with reimbursement requests to the funding agency, as well as prepare required project close-out documentation. The project duration requiring this task is estimated to be twelve months. Grant Administration services provided herein apply to the design and construction observation phases.

**B. CONSTRUCTION OBSERVATION:**

Construction observation services shall be provided by a competent full-time Resident Project Representative (RPR), and a competent full-time Inspector familiar with airport operations at a facility similar to that of the SPONSOR's.

1. **Applications for Payment:** Based on 1) CONSULTANT's on-site observations of work progress; 2) information provided by the Resident Project Representative; 3) review of the applications for payment including the accompanying data and schedules:
  - a. CONSULTANT shall determine the amounts owing the CONTRACTOR(s) and recommend in writing payments to CONTRACTOR(s) in such amounts. Such recommendations of payment will constitute a representation to the SPONSOR based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the CONSULTANT's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as to a functioning whole prior to, or upon, Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, CONSULTANT's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
  - b. By recommending any payment, CONSULTANT will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examination have been made by CONSULTANT to check the quality or quantity of CONTRACTOR(s) work as it is furnished and performed beyond the responsibilities specifically assigned to CONSULTANT in the Agreement and the Contract Documents. CONSULTANT agrees that he will exercise reasonable professional judgement in verifying that the adherence to the Contract Documents and quantity of the work meets requirements of the Contract Documents for which CONSULTANT is contractually responsible. CONSULTANT's review of CONTRACTOR(s)' work for the purposes of recommending payments will not impose on CONSULTANT responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, direct, or procedures of construction or safety precautions or programs incident thereto or CONTRACTOR(s) compliance with laws, rules, regulations, ordinances, codes, or orders applicable to their furnishing and performing the work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purpose any CONTRACTOR has used the monies paid on account of the Contract Price, or to determine that title to any of the work, materials, or equipment has passed to SPONSOR free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between SPONSOR and CONTRACTOR(s) that might affect the amount that should be paid.



2. **Resident Inspection:** Provide technical observation of construction by a full-time Resident Project Representative (RPR) and supporting staff as required, who will also:
  - a. Maintain a project record in conformance with the Federal Aviation Administration and Manual of Uniform Record Keeping (MURK), adopted for use on an Airport Improvement Project, (AIP).
  - b. Complete, review, and verify requests for monthly and final payments for CONTRACTOR(s).
  - c. Assist SPONSOR in preparation of partial and final requests for reimbursement for Federal aid.
  - d. Prepare, compile, and negotiate change order documentation and supplemental agreements with the CONTRACTOR(s) on behalf of the SPONSOR.
  - e. Conduct weekly project progress meetings on site with all interested parties, and coordinate documentation of these meetings.
  - f. The CONSULTANT will employ a qualified materials testing firm experienced with airfield materials testing including Crushed Aggregate Base Course and Hot Mix Bituminous Asphalt Mixtures. The CONSULTANT shall assure that all Federal and/or State requirements, as applicable to specified materials, are adhered to.
3. **Progress Reports:** Submit weekly progress reports of construction activity and problems encountered as required by the SPONSOR, and the Federal Aviation Administration. FAA Form 5370-1, "Construction Progress and Inspection Report" will be utilized for this purpose.
4. **Contractor(s)' Completion Documents:** CONSULTANT shall receive and review maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection, test and approvals which are to be assembled by CONTRACTOR(s).
5. **Inspections:** CONSULTANT shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the work is acceptable so that CONSULTANT may recommend, in writing, final payment to CONTRACTOR(s) and may give written notice to SPONSOR and the CONTRACTOR(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in this Section "B.1.b."
6. **Completion Certificates:** Issue certificates of completion to the SPONSOR and the Federal Aviation Administration at the completion of construction.

7. **Limitation of Responsibility:** CONSULTANT shall not be responsible for the acts or omissions of any CONTRACTOR(s), or of any Subcontractor or supplier, or any of the CONTRACTOR(s)' work, nor shall the CONSULTANT have the responsibility to supervise, direct, or control CONTRACTOR(s)' work or for the means, methods, techniques, sequences, or procedures of construction or for the safety precautions or safety programs of the CONTRACTOR(s).
8. **Limitations of Authority: (RPR, Inspector and On-Site Staff)**
- a. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the CONSULTANT.
  - b. Shall not exceed limitations of CONSULTANT's authority as set forth in the agreement or the Construction Contract Documents.
  - c. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
  - d. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of the construction unless such advice or directions are specifically required by Contract Documents.
  - e. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
  - f. Shall not accept Shop Drawing or sample submittals from anyone other than the CONSULTANT.
  - g. Shall not authorize SPONSOR to occupy the Project in whole or in part.
  - h. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.
9. **Responsibilities/duties of Construction Observation Staff:** In general, the on-site project representative and staff are responsible for monitoring construction activity on a project and documenting their observations in a formal project record. The formal project record for this project will follow the format and guidelines of the MURK system adopted for an airport project.

The formal project record consists of the following entries and duties:

- a. CONSULTANT's Daily Project Diary
- b. Inspector's Daily Reports
- c. Preparation of FAA Weekly Reports

- d. Prime/Subcontractor Work Summary
- e. Preparation of Material Acceptance Reports
- f. Preparation of Certification and Testing Log Book
- g. Review Subcontractor approval forms
- h. Prepare statement of days charged on a weekly basis
- i. Conduct Wage Rate Interviews with prime and/or subcontractors employees
- j. Conduct project meetings with Owner and Contractors
- k. Field measure quantities on a daily basis
- l. Collect and monitor weekly payrolls for Davis Bacon Act Compliance
- m. Review and/or preparation of Periodic Payment Requests
- n. Record deviations from the contract plans for preparation of Record Drawings
- o. Preparation and review of Change Orders/Force Account Work

The Resident Project Representative is also responsible for monitoring construction activity as it relates to airport operations and coordination of construction activities with airport operations staff, including appropriate NOTAMs (Notice to Airmen). The construction phasing will require significant nighttime and weekend work over the course of the project.

- 10. Contract Period:** CONSULTANT agrees to provide the services in this phase of the Agreement during the construction contract period, which is estimated to be 45 calendar days starting in the Summer of 2022. Additionally, project initiation, administration and project closeout are anticipated to include 60 days prior to the notice to proceed and 90 days after project acceptance to complete the project records.

The fee contained in the Exhibit “B” is based on the stated anticipated hours of effort. If these hours are exceeded, through no fault of the CONSULTANT, the CONSULTANT shall be entitled to additional compensation.

#### **PROJECT CLOSEOUT:**

- 1. **As-Built Survey:** An FAA AGIS as-built survey of the project area in accordance with AC 150/1500-18B will not be required. An as-built survey of the project area will be completed by a subconsultant to verify the position of the features constructed during project.
- 2. **Record Plans:** Prepare and furnish two (2) hard copies, and one PDF electronic version, of the Record Plans for the completed project to the SPONSOR. Copies

will also be provided to the federal and state funding agencies, if required. The record plans must be supplied as a requirement of the contract. These plans will show the completed construction per the inspector's and contractor's records. They are, however, not to be construed as being 100 percent accurate.

3. **Construction Testing and Quality Control Report:** Prepare and furnish two (2) copies of the final Construction Testing and Quality Control Report for the completed project to the SPONSOR. Three (3) copies will also be provided to the Federal Aviation Administration, as required. This report will provide a summary of the documented results of Quality Control Testing completed over the course of the project.

**C. SCHEDULE**

The CONSULTANT agrees to complete the work under this phase of the Agreement in a manner satisfactory to the SPONSOR within twelve (12) months after award of a construction contract and receipt of an executed copy of this contract from the SPONSOR accompanied by a resolution from its governing body authorizing said execution or within such extended periods as agreed to by the SPONSOR.

The CONSULTANT agrees to perform the services during the Construction Observation Portion of this agreement during the construction contract period estimated to be as follows:

		<u>Working Days</u>
Pre-Construction:	Project Manager:	2 @ 8 hrs.
	Project Engineer:	5 @ 8 hrs.
	Resident Engineer	5 @ 8 hrs.
Construction Contract:	Project Manager:	3 @ 8 hrs.
	Project Engineer:	6 @ 8 hrs.
	Resident Engineer	45 @ 10 hrs.
	Senior Inspector – Paving (Hunt)	10 @ 10 hrs.
Post Construction:	Project Manager:	1 @ 8 hrs.
	Project Engineer:	2 @ 8 hrs.
	Resident Engineer	10 @ 8 hrs.

NOTE: THIS TABULATION DOES NOT INCLUDE ALL EXPECTED EFFORT BY CONSULTANT.

# **EXHIBIT B** **ECRA - Reconstruct TW A CA**

**Chemung County**

**April 2022**

## **FEE SUMMARY**

	<b>CONSTRUCTION SERVICES</b>
<b>1. DIRECT TECHNICAL LABOR</b>	<b>\$39,720.00</b>
<b>2. ESTIMATED OVERHEAD EXPENSES AND PAYROLL BURDEN</b> Based on Percentage of Direct Salary Cost (exclusive of Premium Pay) with the estimated Percentage being 175.00 %	<b>\$69,510.00</b>
<b>3. SUBTOTAL OF ITEMS 1 &amp; 2</b>	<b>\$109,230.00</b>
<b>4. FIXED FEE / PROFIT</b>	<b>\$16,384.50</b>
<b>5. DIRECT EXPENSES</b>	<b>\$4,952.00</b>
<b>6. SUBCONSULTANT COSTS</b>	<b>\$14,963.00</b>
Hunt EAS, DPC (P.T. Constr Obs)	\$9,000
Aubertine & Currier (As-built Survey)	\$5,963
<b>7. SUBCONTRACT COSTS</b>	<b>\$17,949.00</b>
PW Laboratories, Inc (Geotechnical Lab & Field Testing)	\$17,949
<b>8. OVERTIME PREMIUM</b>	<b>\$2,268.00</b>
<b>9. TOTAL FEE ESTIMATE</b>	<b>\$165,746.50</b>
<b>10. TOTAL FEE FOR ALL SERVICES</b>	<b>\$165,747</b>

**NOTE: Authorized hours worked in excess of forty per week are subject to a premium time charge**

## ECRA - Reconstruct TW A CA

### Chemung County

**April 2022**

#### McFARLAND-JOHNSON LABOR RATES

<u>CLASSIFICATION</u>	<b>DIRECT TECHNICAL LABOR</b>		
	<u>CURRENT AVG. RATE</u>	<u>PROJECT AVG. RATE</u>	<u>2022 MAX. RATE</u>
Vice President (VP)	\$93.74	\$95.05	\$93.74
Division Director/Reg.Div.Director (DD)	\$81.78	\$82.92	\$96.26
Senior Project Manager (SPM)	\$60.00	\$60.84	\$83.00
Senior Engineer (SE)	\$45.50	\$46.14	\$51.20
Junior Engineer/Planner/Envrmntlst (JEP2)	\$31.67	\$32.11	\$34.66
Technician Supervisor (TS)	\$47.98	\$48.65	\$49.40
Technician (T)	\$33.01	\$33.47	\$36.50
Junior Technician (JT)	\$18.50	\$18.76	\$18.50
Resident Inspector (RI)	\$50.00	\$50.70	\$52.32
Senior Inspector (SI)	\$41.65	\$42.23	\$47.62
Inspector (I)	\$40.04	\$40.60	\$40.04

Assume Notice to Proceed:	9/1/2022
Design Project Duration (months):	
Assume Salary Escalation:	4.0%

Year	Compounded Escalation Factor	% Work in year	Effective %
2022	1.000	65.0%	65.0%
2023	1.040	35.0%	36.4%
2024	1.082		
		100.0%	<b>101.4%</b>

**ECRA - Reconstruct TW A CA****Chemung County****April 2022****DIRECT COSTS**

	CONSTRUCTION SERVICES	
Travel Related Costs:		
Vehicle Cost Plus Fuel Per Diem	\$4,812	
Reproduction		
CADD Plots		
Prints		
Photocopies		
Photo Costs		
Telephone/Fax:		
Postage/Delivery	\$40	
Miscellaneous	\$100	
	\$4,952	
		\$4,952

**ECRA - Reconstruct TW A CA**
**Chemung County**
**April 2022**
**ESTIMATED HOURS**

		HOURS BY CLASSIFICATION											
		VP	DD	SPM	SE	JEP2	TS	T	JT	RI	SI	I	SUM
PHASE/TASK	DESCRIPTION	\$95.05	\$82.92	\$60.84	\$46.14	\$32.11	\$48.65	\$33.47	\$18.76	\$50.70	\$42.23	\$40.60	
	Administration and Project Management Phase			40	80	32				40			192
BTCONS	Consultation			6	12								18
BTSITE	Site Visit			12	12					8			32
BTMEET	Meetings			12	32					24			68
BTSHOP	Shop Drawing / Submittal Review				24	32				8			64
BTADMN	Project Management			10									10
	Construction Observation Phase				8					450			458
BTPAYM	Applications for Payment				8								8
BTINSP	Resident Engineer									450			450
	Grant Administration / Project Closeout Phase			8	16	4	40			80			148
BTGRNT	Grant Administration						40						40
BTCLOT	Project Closeout			8	12					64			84
BTRECP	Prepare Record Plans				4	4				16			24
Total Hours - Construction Services				48	104	36	40			570			798
Total Labor Cost - Construction Services				2920	4799	1156	1946			28899			39720





## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution extending Upstate Quality Improvement and Caseload Reduction grant agreement with New York State Office of Indigent Legal Services on behalf of the Chemung County Public Defender and the Chemung County Public Advocate

**Resolution #:** 22-227  
**Slip Type:** GRANT  
**SEQRA status**  
**State Mandated** False

### Explain action needed or Position requested (justification):

This contract with New York State Office of Indigent Legal Services providing grant money for certain programs to reduce caseloads and improve the quality of representation of indigent people expired 12/31/21. Money remains on the contract, and ILS has offered a 12-month extension for the County to continue using these funds. Prior resolutions 19-341 and 21-195.

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">Extension FORM to 12-31-2022-Distribution 6-Chemung-C600007.pdf</a>	<a href="#">Extension Form</a>	<a href="#">Cover Memo</a>	3/28/2022

# STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address):  <b>NYS Office of Indigent Legal Services          A. E. Smith Building, 11th Floor          80 South Swan Street          Albany, NY 12210</b>	BUSINESS UNIT/DEPT. ID: <b>OLS01 1350200</b>  <b>CONTRACT NUMBER: C600007</b>  CONTRACT TYPE: <input checked="" type="checkbox"/> <b>Multi-Year Agreement</b> <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement
<b>CONTRACTOR SFS PAYEE NAME:</b>  <b>Chemung, County of</b>	<b>TRANSACTION TYPE:</b> <input type="checkbox"/> New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> <b>Amendment</b>
<b>CONTRACTOR DOS INCORPORATED NAME:</b>	<b>PROJECT NAME:</b>  <b>Distribution #6</b>
<b>CONTRACTOR IDENTIFICATION NUMBERS:</b>  <b>NYS Vendor ID Number: 1000004326</b> <b>Federal Tax ID Number: 16-6002557</b> DUNS Number (if applicable):	<b>AGENCY IDENTIFIER:</b>  CFDA NUMBER (Federally funded grants only):
<b>CONTRACTOR PRIMARY MAILING ADDRESS:</b>  Chemung County Public Advocate's Office 324 East Market Street, Suite 1 Elmira, NY 14901  <b>CONTRACTOR PAYMENT ADDRESS:</b> <input type="checkbox"/> Check if same as primary mailing address  Chemung County Treasurer's Office 320 East Market Street Elmira, NY 14902  <b>CONTRACTOR MAILING ADDRESS:</b> <input checked="" type="checkbox"/> Check if same as primary mailing address	<b>CONTRACTOR STATUS:</b>  <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> <b>Municipality, Code: 070100000000</b> <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit  Charities Registration Number:  Exemption Status/Code:  <input type="checkbox"/> Sectarian Entity

# STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<b>CURRENT CONTRACT TERM:</b>  <b>From: January 1, 2016</b> <b>To: December 31, 2021</b>  <b>CURRENT CONTRACT PERIOD:</b>  <b>AMENDED TERM:</b>  From: January 1, 2016 To: December 31, 2022  <b>AMENDED PERIOD:</b>  From: January 1, 2022 To: December 31, 2022	<b>CONTRACT FUNDING AMOUNT</b> <i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount):</i>  <b>CURRENT: \$265,296.00</b>  <b>AMENDED:</b>  <b>FUNDING SOURCE(S):</b>  <div style="display: flex; align-items: flex-start;"> <input checked="checked" type="checkbox"/> State  <input type="checkbox"/> Federal  <input type="checkbox"/> Other         </div>			
<b>FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:</b> (Out years represent projected funding amounts)				
<b>#</b>	<b>CURRENT PERIOD</b>	<b>CURRENT AMOUNT</b>	<b>AMENDED PERIOD</b>	<b>AMENDED AMOUNT</b>
1				
2				
3				
4				
5				
<b>ATTACHMENTS PART OF THIS AGREEMENT:</b>  <div style="display: flex; flex-wrap: wrap;"> <div style="width: 30%;"> <input type="checkbox"/> Attachment A:         </div> <div style="width: 70%;"> <input type="checkbox"/> A-1 Program-Specific Terms and Conditions  <input type="checkbox"/> A-2 Federally Funded Grants and Requirement Mandated by Federal Laws         </div> <div style="width: 30%;"> <input type="checkbox"/> Attachment B:         </div> <div style="width: 70%;"> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> B-1 Expenditure Based Budget  <input type="checkbox"/> B-3 Capital Budget  <input type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment)  <input type="checkbox"/> B-2(A) Performance Based Budget (Amendment)  <input type="checkbox"/> B-3(A) Capital Budget (Amendment)  <input type="checkbox"/> B-4(A) Net Deficit Budget (Amendment)           </div> <div> <input type="checkbox"/> B-2 Performance Based Budget  <input type="checkbox"/> B-4-Net Deficit Budget           </div> </div> </div> <div style="width: 30%;"> <input type="checkbox"/> Attachment C: Work Plan         </div> <div style="width: 30%;"> <input type="checkbox"/> Attachment D: Payment and Reporting Schedule         </div> <div style="width: 30%;"> <input type="checkbox"/> Other:         </div> </div>				

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE AGENCY:

\_\_\_\_\_ NYS Office of Indigent Legal Services \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_ Patricia J. Warth \_\_\_\_\_

Printed Name

Title: Director-Office of Indigent Legal Services

Date: \_\_\_\_\_

STATE OF NEW YORK

County of \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

\_\_\_\_\_ (N/A) \_\_\_\_\_

\_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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Resolution authorizing application for and acceptance of New York State Division of Homeland Security and Emergency Services 2021-2022 Public Safety Answering Point Operations Grant on behalf of the Chemung County Office of Fire and Emergency Management

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**Resolution #:** 22-228  
**Slip Type:** GRANT  
**SEQRA status**  
**State Mandated** False

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**Explain action needed or Position requested (justification):**

NYS Division of Homeland Security and Emergency Services  
Office of Interoperable and Emergency Communications

Announces the 2021-2022 Public Safety Answering Point Operations Grant Program

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**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">2021-2022 PSAP Grant.pdf</a>	<a href="#">2021-2022 PSAP Grant</a>	<a href="#">Cover Memo</a>	3/28/2022

**NYS Division of Homeland Security and Emergency Services  
Office of Interoperable and Emergency Communications  
Announces the  
2021-2022 Public Safety Answering Point Operations Grant Program**

The NYS Division of Homeland Security and Emergency Services, Office of Interoperable and Emergency Communications, is pleased to announce the Public Safety Answering Point (PSAP) Operations Grant Program. The Grant allows counties to receive State support for eligible public safety call-taking and dispatching expenses. The State will provide support in the form of reimbursement for operating expenses in a PSAP, including personnel costs.

**Purpose:** To facilitate PSAP consolidation, regional initiatives related to 911 operations, implementation of NG911, and improvements in the operations of public safety communications; and to develop multijurisdictional PSAP compatibility throughout the state and support statewide interoperable communications for first responders, thereby improving public safety.

**Eligible Applicants:** Counties within New York State and New York City are eligible to apply for the 2021-2022 PSAP Operations Grant Program. Additional eligibility criteria are listed in the Request for Applications Instructions (*2021-22 PSAP Operations Grant Program*).

**Source of Funds:** This grant program is supported by the Statewide Public Safety Communications Account.

- **Total Funding Available for PSAP Grant:** \$10 million



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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Resolution authorizing application for and acceptance of 2021 Statewide Interoperable Communications Formula-Based Grant Program on behalf of the Chemung County Fire and Emergency Management

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**Resolution #:** 22-229  
**Slip Type:** GRANT  
**SEQRA status**  
**State Mandated** False

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**Explain action needed or Position requested (justification):**

2021 Statewide Interoperable Communications Formula-Based Grant Program  
(2021 SICG-Formula Program)

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ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">2021 Statewide Interoperable Communications Formula Based Grant.pdf</a>	<a href="#">2021 Statewide Interoperable Communications Formula Based Grant</a>	<a href="#">Cover Memo</a>	3/28/2022

**NYS Division of Homeland Security and Emergency Services  
Office of Interoperable and Emergency Communications  
Announces the  
2021 Statewide Interoperable Communications Formula-Based Grant Program  
(2021 SICG-Formula Program)**

The NYS Division of Homeland Security and Emergency Services, Office of Interoperable and Emergency Communications (DHSES-OIEC), is pleased to announce the 2021 Statewide Interoperable Communications Formula-Based Grant Program (2021 SICG-Formula Program) to aid localities in making necessary improvements and provide for sustainment of Land Mobile Radio Systems (LMR), maintenance of components supporting interoperability, continuous training and exercise, sustainment and further development of governance structure.

**Purpose:** The 2021 SICG-Formula Program will focus on further minimizing gaps in interoperable communications by aligning technology acquisitions with operational use by first responders, which provides the foundation necessary to accomplish a high level of interoperability. The grant program will concentrate on improving interoperability and operability of communication systems in New York State.

**Important Note for FY2021 SICG-Formula RFA:** Please note that DHSES-OIEC is combining 2 years of New York State budget appropriations for this program, FY2020-21 and FY2021-22, for the 2021 SICG-Formula RFA. Due to the pandemic and delays beyond our control, the agency is aggregating all available appropriated funding in to one RFA: FY2020-21 appropriation of \$45 million and FY2021-22 appropriation of \$45 million, totaling \$90 million. Combining two years of appropriations will allow us to bring this program up to date and provide much needed funding for counties to continue support of public safety communications.

**Eligible Applicants:** County governments, requesting funding for the benefit of the county as a single entity. Additional eligibility criteria are listed in the 2021 SICG-Formula Program Request for Applications.

**Source of Funds:** This grant program is supported by the Statewide Public Safety Communications Account.

**Funding Total Available for 2021 SICG-Formula:** \$90 Million





## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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Resolution authorizing application for and acceptance of funding from the New York State Division of Criminal Justice Services on behalf of the Chemung County Probation Department (Raise the Age)

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**Resolution #:** 22-230  
**Slip Type:** GRANT  
**SEQRA status**  
**State Mandated** False

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**Explain action needed or Position requested (justification):**

The Probation Department is requesting authorization to apply for and accept funds from the Division of Criminal Justice Services (DCJS) for a contract relative to our Raise the Age (RTA) Grant. The term of for this agreement is from April 1, 2021 to March 31, 2022 in the amount of \$106,459

Prior Resolution 21-499

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**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">memRTAContract_2021-2022.pdf</a>	<a href="#">MemRTA Contract 2021-2022</a>	<a href="#">Cover Memo</a>	3/28/2022



## CHEMUNG COUNTY PROBATION DEPARTMENT INTER-DEPARTMENTAL CORRESPONDENCE

**TO:** Christopher J. Moss, Chemung County Executive  
David Manchester, Chairperson, Chemung County Legislature

**FROM:** Stephanie M. Fiorini, Probation Director

**DATE:** March 17, 2022

**RE:** **Raise the Age Contract**

The Probation Department is requesting authorization to apply for and accept funds from the Division of Criminal Justice Services (DCJS) for a contract relative to our Raise the Age (RTA) Grant. The term of for this agreement is from April 1, 2021 to March 31, 2022 for \$106,459. Prior Resolution 21-499 covered the contract period from April 1, 2020 to March 31, 2021.

RTA legislation took effect on October 1, 2018 and any costs associated are reimbursed by the State at 100%; no local share. The money requested from DCJS is a slight increase that takes into account salary increases due to union contracts and single rate raises.

If you have any questions or need further information, please feel free to contact me.

Respectfully submitted,

A handwritten signature in cursive script, reading "Stephanie M. Fiorini", is positioned above the printed name.

Stephanie M. Fiorini  
Probation Director

/smf



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution authorizing application for and acceptance of New York State Division of Homeland Security and Emergency Services 2022 Statewide Interoperable Communications Grant Program (Targeted Grant Program)

**Resolution #:** 22-231  
**Slip Type:** GRANT  
**SEQRA status**  
**State Mandated** False

### Explain action needed or Position requested (justification):

New York State Division of Homeland Security and Emergency Services 2022  
Statewide Interoperable Communications Grant Program (Targeted Grant Program)

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">SICG 22 TARGETED GRANT.pdf</a>	<a href="#">SICG FY22 Grant</a>	<a href="#">Cover Memo</a>	4/11/2022
<a href="#">NYS Division of Homeland Security 2022 SICG Program.pdf</a>	<a href="#">NYS Division of Homeland Security &amp; Emergency Services SICG (Targeted Grant Program)</a>	<a href="#">Cover Memo</a>	4/11/2022

The goal of the 2022 SICG-Targeted program is to improve the overall status of land mobile radio interoperability for public safety agencies within New York as well as with other States, through implementing a targeted approach.

For the 2022 SICG Targeted Program, a total of \$62,427,798<sup>1</sup> in funding is available for Counties to improve infrastructure related to National Interoperability channels, which is a core tenet and feature of interoperability. Funding will be applied or distributed to eligible Applicants, those of which were identified as areas with insufficient coverage and/or insufficient infrastructure of National Interoperability Channels. The maximum available award is \$6 million.

The SICG-Targeted Program is State support in the form of reimbursement for eligible expenses that concentrate on improving interoperability of communication systems in New York State. The funding is distributed based on the interoperability evaluation and gap analysis.



**Homeland Security  
and Emergency Services**

# **New York State Division of Homeland Security and Emergency Services**

## **2022 Statewide Interoperable Communications Grant Program (Targeted Grant Program)**

### **Request for Applications (RFA)**

**Application Deadline: May 11<sup>th</sup>, 2022**

**Substantive written questions regarding this RFA will be accepted until 5:00PM EDT on April 27<sup>th</sup>, 2022. RFA updates will be posted on May 3<sup>rd</sup>, 2022.**

Revision 2, March 21<sup>st</sup>, 2022

## Revision History

Revision #	Date	Description	Pages Affected
Original	01/24/2022	Original Document	1-33
2	03/21/2022	Deadlines	Cover Page

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## **I. General Information**

### **1. Summary Description**

The purpose of this Request for Applications (RFA) is to solicit applications for the 2022 Statewide Interoperable Communications Grant Program Targeted Grant Program (2022 SICG-Targeted Program). Funding for the 2022 SICG-Targeted Program is distributed by an analysis of data related to the implementation of National Interoperability Channels in New York and provided by applicant counties in the 2022 SICG-Formula grant applications and this RFA.

The 2022 Statewide Interoperable Communications Targeted Grant Program is a non-competitive grant program for counties and New York City, as a single entity, (hereafter “Counties” or “Applicant”) to close gaps in the interoperability infrastructure, regional communications deficiencies, and implementation of National Interoperability channels.

The goal of the 2022 SICG-Targeted program is to improve the overall status of land mobile radio interoperability for public safety agencies within New York as well as with other States, through implementing a targeted approach.

For the 2022 SICG Targeted Program, a total of \$62,427,798<sup>1</sup> in funding is available for Counties to improve infrastructure related to National Interoperability channels, which is a core tenet and feature of interoperability. Funding will be applied or distributed to eligible Applicants, those of which were identified as areas with insufficient coverage and/or insufficient infrastructure of National Interoperability Channels. The maximum available award is \$6 million.

The SICG-Targeted Program is State support in the form of reimbursement for eligible expenses that concentrate on improving interoperability of communication systems in New York State. The funding is distributed based on the interoperability evaluation and gap analysis.

For public safety purposes, “interoperability” is defined as the ability of emergency responders to work seamlessly with other systems or products without any special effort. “Wireless communications interoperability” specifically refers to the ability of

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<sup>1</sup> 2022 SICG Targeted consists of following appropriations: (FY2019-20-\$20 mil) + (FY2020-21-\$20 mil) + (FY2021-22-\$20 mil) + (unexpended funds from 2018 SICG-Targeted - \$2,427,798.00).



emergency response officials to share information via voice and data signals on demand, in real time, when needed, and as authorized.

Final awards are contingent upon 1) the submission of a completed application from a County meeting the Eligibility Criteria set in this RFA, and 2) an executed, reimbursement-based contract.

This document contains information about the 2022 SICG-Targeted Program rules and requirements, the types of expenses eligible for funding, and instructions for completing and submitting the grant application.

The SICG-Targeted Program is open only to county governments and New York City, provided they meet the criteria contained in Part II below. Please refer to Part II for further details on eligibility.

**The final authority to administer this grant program rests with DHSES, including amendments or modifications to these guidelines, award distribution, and/or the amount available for award distribution.**

## **2. Goals and Objectives**

The Office of Interoperable and Emergency Communications (OIEC) seeks to ensure progress towards the goals and milestones described in the New York State Statewide Communications Interoperability Plan (SCIP) and toward communication priorities identified by the Federal government (i.e., SAFECOM Guidance). The SICG-Targeted Program focuses on closing gaps in National Interoperability channels implementation and enhancing regional alliance, ensuring that county communication systems are capable to support multijurisdictional response. The SICG-Targeted Program provides a way forward for providing a safer environment for public safety personnel, integration with other emergent technologies, and the ability to establish technology and performance standards.

The overall objective of the SICG-Targeted Program is to improve infrastructure related to National Interoperability channels, which is a core tenet and feature of interoperability.

### **The main goals of the SICG-Targeted Program:**

- **Implement Hailing and Command Channels Statewide on the infrastructure level** - National CALLing Interoperability Channels (VHF-Lo, VHF-Hi, UHF and 700/800MHz).

- **24/7 monitoring of CALLing channels** – monitoring can be performed by the State, regional interoperability centers and counties. This ensures that public safety responders, no matter where they travel in the State, have contact with a dispatcher to request help or instructions.
- **Backhaul enhancements** - communications network connectivity/backhaul within and between consortiums/regions (microwave, fiber, etc.)
- **Regional Connectivity** – connectivity between counties' and/or regions' LMR systems for the purpose of expanding and enhancing communications infrastructure and public safety response capabilities.

**Additional/Subsequent Interoperability Enhancements:**

- Implementation of tactical channels (TAC-channels) on a statewide basis on the infrastructure
- Programming of CALLing and TACTical channels in subscriber equipment, upon DHSES OIEC review and approval of the programming template

Applicants for the 2022 SICG-Targeted Program must utilize non-proprietary, open standards-based technologies, and equipment.

**Definitions:**

**Conventional Radio System:** A system consisting of radio base stations at sufficient locations to cover a given area which are controlled by a radio console at a dispatch point which are connected to each other utilizing a backhaul of microwave, fiber, or leased telephone lines. Each channel on the radio requires either a single or pair of FCC licensed radio frequencies depending on configuration. This can be analog or P25 conventional.

**Trunked Radio System:** A smarter more complex system, which is similar to a conventional system, however there is a computer processor which manages a group of FCC licensed radio frequencies for the most efficient use for multiple channels or “talk groups”. The computer processor is called a core and also is where the administered talk groups are defined, subscriber units (mobile and portable radios) are authorized etc. These systems generally accommodate many more jurisdictions, agencies and units through its efficient computerized management of a group of frequencies compared to conventional systems and provide better security through administrative control of subscriber units/users permissions.

P25 System: A conventional or trunked radio system which meets the P25 Federal interoperability standards meaning radios/subscriber units from any other P25 system of a different manufacturer can operate on it and be given the suite of required basic fundamental features needed to communicate. It does not require all features of a system outside those designated in the standard to be shared with other manufacturers' equipment. Each brand has its own special features that only radios of their make can utilize, although basic communications functionality is shared among all manufacturers.

The Inter Radio Frequency (RF) Subsystem Interface (ISSI) is an interface that provides interoperability between RF Subsystems (RFSS) regardless of the system manufacturer. ISSI greatly amplifies the capabilities of P25 Land Mobile Radio (LMR) Systems by connecting radio systems and associated resources from partnering agencies while maintaining an appropriate level of local control. For more information refer to [https://www.cisa.gov/sites/default/files/publications/ISSI\\_CSSI\\_Fact%20Sheet\\_FINAL\\_508C\\_060718.pdf](https://www.cisa.gov/sites/default/files/publications/ISSI_CSSI_Fact%20Sheet_FINAL_508C_060718.pdf).

### **3. Grant Performance Period**

The period of performance for the 2022 SICG-Targeted Program is four (4) years from the execution of the contract, with the potential for extension. DHSES OIEC will assist counties with development of the project scope for the SICG Targeted Program.

### **4. Funding**

The funding for this grant program is appropriated from the Public Safety Communications Account, established by New York State Finance Law Section 97-qq. For the 2022 SICG-Targeted Program, \$60 million has been appropriated ((FY2019-20-\$20 mil) + (FY2020-21-\$20 mil) + (FY2021-22-\$20 mil)), with the remaining \$2,427,798 of unexpended funds from the 2018 SICG-Targeted Program being added to the available funding.

**\$62,427,798 is available for reimbursing county expenditures for the following purposes:**

- Implementation of Interoperability base station on the infrastructure (LFIRE4D, VCALL10, UCALL40D, 7CALL50D/8CALL90D (please note: all CALLing channels must be implemented in a direct mode) and implementation of regional connectivity via radio system core or Inter Radio Frequency (RF) Subsystem Interface (ISSI);

- Implementation of Interoperability base stations on the infrastructure programmed with National Interoperability TACTical channels;
- New infrastructure and infrastructure improvements, as it relates to goals and objectives of this program;
- Technological updates and refresh of existing LMR systems, including equipment and software as it relates to goals and objectives of this program and to establish regional connectivity;
- Backhaul connectivity, as it related to goals and objectives of this program;
- Radio consoles and equipment necessary to monitor Interoperability channels at 911 centers; and/or
- Gateways and interconnection systems, such as ISSI, radio system core connectivity, to establish regional connectivity between disparate LMR systems

To expedite the interoperability development in New York State, DHSES reserves the right to make multiple public award announcements under this RFA, breaking it in several phases, depending on readiness of the applicant to start execution of the project and based on expeditious responses from applicants. DHSES reserves the right to determine how many announcement phases will be needed to expedite the overall process of closing gaps and meeting goals defined in the RFA.

It should be noted that all applications may be awarded under the multi-year Targeted grant program, pending acceptance of the award by an applicant and funding availability.

**DHSES reserves the right to release additional Requests for Applications until all available funds are expended.**

## **5. Award Distribution and Limitations**

The State intends to provide meaningful and fair access to this grant program to as many eligible applicants as possible. However, in view of the limited funds available, it is necessary to place certain limits on the distribution of awards.

Therefore, awards from the 2022 SICG-Targeted Grant will be distributed from funds, as available, according to these parameters:

- 1) No award will be in an amount greater than \$6 million;
- 2) Only one application will be accepted from each County; and

3) Counties submitting multiple applications will be disqualified.  
Applicants are advised to read the description of the program and fully complete the category requirements.

## **6. Standards and Guidelines**

Eligible Applicants must comply with the following standards and guidelines, as applicable:

**1) NYS SCIP**

<https://www.dhSES.ny.gov/plans-policies-and-guidelines>

**2) New York State Guidelines for Base Station Implementation of Interoperability and Common Channels in New York State**

<https://www.dhSES.ny.gov/plans-policies-and-guidelines>

**3) Channel Name and Use of Common Fire VHF Radio Frequency in New York**

<https://www.dhSES.ny.gov/plans-policies-and-guidelines>

**4) NYS Minimum Channel Programming of Interoperability and Common Channels for Public Safety Mobile and Portable Radios**

<https://www.dhSES.ny.gov/plans-policies-and-guidelines>

**5) NYS Interoperability Channel Naming: 45.88 MHz (LFIRE4D)**

<https://www.dhSES.ny.gov/plans-policies-and-guidelines>

**6) NYS 700MHz Public Safety National Interoperability Channel Plan Guideline**

<https://www.dhSES.ny.gov/plans-policies-and-guidelines>

**7) NYS Name and Use of 155.370 MHz in New York State (NYLAW1) Guideline**

<https://www.dhSES.ny.gov/plans-policies-and-guidelines>

**8) NYS Name and Use of Common EMS VHF Radio Channels in New York Guideline**

<https://www.dhSES.ny.gov/plans-policies-and-guidelines>

**9) DHS OEC Guidelines for Encryption in Land Mobile Radio Systems**

<https://www.cisa.gov/publication/encryption>

**10)SAFECOM Guidance**

<https://www.cisa.gov/publication/emergency-communications-grant-guidance-documents>

**11)The Association of Public-Safety Communications Officials (APCO) Project 25 (P-25) for digital radio systems**

SCIP, as well as DHSES/OIEC Grant Guidance for grant funding, requires that all interoperable communications equipment employ the use of APCO P-25 compliant equipment, a technology that allows the achievement of efficient emergency interoperable communications.

**12)New York State 911 Standards (21 NYCRR Chapter LX), including adoption of a law enforcement jurisdictional protocol that is used for all 911 calls and all emergency calls received by any other means dispatched for service.**

**13)Organization for the Advancement of Structural Information Standards (OASIS)**

For Data Standards refer to OASIS at [www.oasis-open.org](http://www.oasis-open.org)

**14)National Plan for Migrating to IP-Enabled 911 Systems**

National 911 Office website provides information on development of optimal 911 services. See [https://www.911.gov/documents\\_tools.html](https://www.911.gov/documents_tools.html).

**15)National Emergency Number Association (NENA) Standards**

NENA Standards related to NG-11 and PSAPs. See [www.nena.org](http://www.nena.org).

**16)ANSI/APCO Public Safety Grade Site Hardening Requirements**

APCO ANS 2.106.1-2019

<https://www.apcointl.org/~documents/standard/21061-2019-psg-site-hardening/?layout=default>

**17)Alarm Monitoring Company to Emergency Communications Center (ECC) Computer - Aided Dispatch (CAD) Automated Secure Alarm Protocol (ASAP)**

APCO/TMA ANS 2.101.3-2021

<https://www.apcointl.org/~documents/standard/21013-2021-asap-to-psap/?layout=default>

## II. Eligibility

**Any proposal that does not address the eligibility requirements listed below will be eliminated from further consideration.**

To be eligible to apply for and receive grant funding, applicants must:

- Be a county government within New York State or New York City requesting funding for the benefit of the county as a single entity. Applications must be submitted by a county government. (The five boroughs which comprise New York City [Bronx, Kings, Queens, New York and Richmond] must apply as a single entity.)
- Be an active member of, or demonstrate a commitment to, at least one New York State Regional Interoperable Communications Consortium. The consortium must consist of two or more counties; be formed to promote multijurisdictional (two or more) and multidisciplinary (two or more) public safety communications and interoperability (e.g., law enforcement, fire service, emergency medical, emergency management, public health, public works, and communication centers); and support New York state agencies. If an applicant is not a current member of a consortium, the commitment to participate in a consortium must be in effect and certified within 120 days of notice of potential award. Applicant's failure to certify a consortium commitment will result in forfeiture of the award.
- Be a county that did not receive an award under 2018 SICG-Targeted grant program or a county that received an award under 2018 SICG-Targeted grant program and submitted vouchers for reimbursement in the amount of at least 50% of the award amount.
- Have established or will establish within 120 days of the potential notice of award, a single point of contact (the Interoperability Coordinator), to oversee the applicant's interoperability efforts and coordinate interoperability and communication projects. Applicants are expected to keep this information up to date and readily available to DHSES upon request.
- Affirmatively agree to accessibility for other jurisdictions and levels of government, including State agencies, to share communications systems to achieve further statewide cross-jurisdictional and intergovernmental interoperability goals and objectives. This assures the formation of strong cross-jurisdictional and

multigovernmental interoperability and system(s) accessibility across counties, regions, and State agencies. For example, in order to provide accessibility, applicants must reserve a space on newly built towers and/or reserve channels/talk groups for State public safety operations.

- Permit DHSES employees and authorized users to transmit on radio channels utilized by public safety radio systems established within the county in order to implement cooperative use of interoperable radio communications in times of emergency, assistance, or otherwise agreed upon cooperation. As an exception, law enforcement channels may be used under other special needs and circumstances. The applicant will provide programming information and reasonable assistance to DHSES to assist in fulfilling this requirement.
- Allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in its region to operate on county's radio system(s) when required for incident response, regardless of the total percentage of system funding the applicant is receiving from the State. As part of this process, the applicant will cooperate with these agencies and jurisdictions in planning and integrating radios, programming, identifiers, and radio procedures.
- Dedicate funding (including amounts from any and all sources, such as county funding, this grant program, federal funding, etc.) to improve governance structure, develop Standard Operating Procedures (SOPs), and strengthen training and exercise programs to promote efficient interregional communications, interoperability, cooperation, and overall, first responder readiness. The State recognizes the significance of governance and leadership as a foundation of public safety interoperable communications. Therefore, establishing and/or formalizing governance structure, governance agreements, procedures, and other documents will build higher levels of interoperability across the State between multiple jurisdictions and agencies. Establishing training and exercise programs will assist in achieving a high level of readiness and preparedness of public safety officers.
- Ensure that new LMR trunked systems and equipment be public safety grade P-25 Phase 2 compliant. The applicant must agree that new LMR systems will be public safety grade operated as P-25 Phase 1 or Phase 2. All subscriber equipment purchased must support and contain all hardware and/or software options to operate P-25 Phase 1 at the time of purchase. Additionally, all subscriber equipment that operates on, or may operate on (through software options, programming, or other methods) trunking system(s) must contain Phase 2 hardware and/or software options at time of purchase.



- Note: this requirement does not preclude the limited expansion of existing conventional systems in analog mode, although subscriber equipment must still adhere to the requirements above. Also, as directed by guidelines published by OIEC and DHS's National Interoperability Field Operations Guide, VHF, UHF, and 800 MHz National Interoperability and State Common Channels equipment must meet the above requirements, regardless of how they will be operated in analog mode on those channels.
    - Exception: VHF "low band" (e.g., 30-50 MHz) equipment purchased as part of an existing system may be purchased and operated as analog only.
- Utilize Advanced Encryption Standard-256 if encryption is utilized.
- Implement and/or maintain interoperability channels on the infrastructure/system and program interoperability channels in public safety subscriber equipment. Interoperability base stations for VHF, UHF, 700, and 800 MHz National Interoperability and State Common Channels must operate in accordance with guidelines published by OIEC (<https://www.dhSES.ny.gov/plans-policies-and-guidelines>).
- Input and maintain up-to-date information in CASM.
- Be National Incident Management System (NIMS) compliant.
- Include only those costs deemed permissible under the grant.
- Submit 2022 SICG-Targeted application by the method identified in the RFA.
- Submit 2022 SICG-Targeted application on time by the established deadline.
- Submit 2021 SICG-Formula application and be eligible for 2021 SICG-Formula award
- Utilize open-standard/vendor-neutral technologies and equipment.
- Comply with Minority-and-Women-Owned Business Enterprises (MWBE) and Equal Employment Opportunity (EEO) Requirements. DHSES recognizes its obligation under New York State Executive Law Article 15-A to promote opportunities for the participation of certified minority-and women-owned business enterprises, as

well as the employment of minority group members and women in the performance of DHSES contracts. All DHSES grant contracts require grant recipients to document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of grant contracts, as well as the employment of minority group members and women. Applicants must submit both a 1) Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form, and 2) MWBE Equal Employment Opportunity Staffing Plan after award announcement.

- Agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: 1) the nature and extent of any threats or hazards that may pose a risk to the recipient or subrecipient; and 2) the status of any corresponding recipient or subrecipient plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.
- Agree to attend and participate in any DHSES-sponsored conferences, training, workshops, or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.<sup>2</sup>

***Failure to comply with any and all requirements in this section may result in the immediate suspension and/or revocation of the grant award.***

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<sup>2</sup> Pursuant to Article 26 of New York State Executive Law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man-made disasters.

### III. Authorized Program Expenditures

#### 1. Permissible Costs

All permissible expenses must directly correlate to the Grant Goals and Objectives stated in this RFA. Permissible costs include, but are not limited to, the categories below. DHSES has sole discretion in determining which costs are permissible.

##### Equipment, Infrastructure, and Technology

- Land Mobile Radio System components (e.g. microwave, base stations, antennas, etc.), as it relates to the implementation of interoperability;
- Towers, as it relates to the implementation of interoperability;
- Upgrade of 911 radio equipment and consoles to allow continuous monitoring of National Interoperability channels, as it relates to the implementation of interoperability;
- Shelters, as it relates to the implementation of interoperability;
- Gateways, as it relates to the implementation of interoperability;
- Backup power, as it relates to the implementation of interoperability;
- Fiber and microwave connectivity (i.e. backhaul), as it relates to the implementation of interoperability;
- Tower site security, as it relates to the implementation of interoperability; and
- Other LMR related expenses, as it relates to the implementation of interoperability.

##### Planning, Administration, and Deployment Costs

- Services related to developing, designing, and implementing an interoperability network and interoperable system development; and
- Project management and administration costs associated with the development and deployment of National Interoperability channels implementation.

#### 2. Non-Permissible Costs

- Proprietary technologies;
- Salaries, overtime, fringe, indirect, or travel expenses associated with existing or on-going operations;
- Paging receivers;
- Broadband;
- CAD systems and software;

- PSAP furniture, including dispatch furniture;
- Emergency Services IP network (ESInet);
- Debt service or local municipal bond funding;
- LMR maintenance;
- Recurring commercial service costs, such as cellular voice, data or leased time; and
- Out of State travel expenses to conferences, meetings, training sessions, etc.

## IV. Application Format and Content

**A. Format:** Grant applications MUST be submitted via the automated E-Grants System operated by DHSES. The system allows an agency to complete an application electronically and submit it over the Internet using a secure portal. If upon reading this RFA you are interested in completing a grant application, and you have not previously been registered to use the DHSES E-Grants system, your agency will need to register and be assigned a user name and password. The Registration Request Form to use the E-Grants system is available at: <https://www.dhses.ny.gov/e-grants>.

A detailed tutorial on how to use the E-Grants system for SICG-Targeted Grant submission can be found on DHSES OIEC Grants webpage at the following Internet address <https://www.dhses.ny.gov/statewide-interoperable-communications-grant-sicg-program>. It will guide you in a step-by-step process through the E-Grants application submission.

**B. Required Application Content:** All applicants must complete the 2022 SICG-Targeted Grant Program Application Worksheet. The worksheet must be completed in its entirety, including the general information, applicant eligibility, and data aggregation sections of the application. **Incomplete applications will not be accepted.**

The Grant instructions and “Question and Answers” received during an application period are available on the DHSES OIEC website (<https://www.dhses.ny.gov/statewide-interoperable-communications-grant-sicg-program>) under the “2022 SICG-Targeted Grant” tab.

After the successful submission of an application, the E-Grants system will email a notification of receipt to the Signatory Point of Contact that is listed in the application. The Primary Point of Contact will receive a message

displayed on their screen that says that the project has been submitted. Please refer to the E-grants tutorial for more details on the process. in a step-by-step process through the E-Grants application submission that is posted along with the application materials at: (<https://www.dhSES.ny.gov/statewide-interoperable-communications-grant-sicg-program>) under the “2022 SICG-Targeted Grant” tab. .

- C. Budget Development and Budget Submission:** Due to the complexity of the SICG-Targeted Program, DHSES OIEC personnel will assist each county individually or regionally in the development of the project scope for this grant.

At the end of the application period DHSES OIEC will contact each applicant county individually to verify the data submitted in the application and start the development of the project scope.

## **V. Funding Distribution**

Funding distribution is based on a two-tiered approach:

Tier 1 – Eligibility Requirements (pass/fail); and  
Tier 2 – Interoperability Evaluation and Gap Analysis of interoperability infrastructure and coverage across the State.

## **VI. Application Evaluation**

The following multi-tiered criteria will be used by DHSES to evaluate each application and to determine eligibility of applications and award distribution.

### **A. Tier 1 Criteria – Eligibility Requirements**

Tier 1 criteria are rated either “yes” or “no” and serve as a baseline by DHSES to determine if applicants are eligible and have appropriately submitted all the required application materials. If any of the answers are “no,” the application will not be considered for funding.

In addition to the criteria listed in the 2022 SICG-Targeted Application document, the following factors will be taken into consideration:

1. Was the application submitted on time?
2. Was the application complete?

3. Did the application meet the eligibility requirements?

## **B. Tier 2 Criteria - Interoperability Evaluation and Gap Analysis.**

Applications that meet the Tier 1 review will be included in the Tier 2 funding distribution. Tier 2 is based on specific factors, including verifiable and auditable information a county provides in its application.

Distribution of funding for the SICG-Targeted Program is based on overall interoperability evaluation and gap analysis. Interoperability evaluation is conducted utilizing a combination of the data submitted by the counties in 2020 SICG-Formula applications, 2022 SICG-Targeted applications, and direct communications with counties during data verification and validation process. Specifically, DHSES OIEC will evaluate the implementation of Interoperability (I/O) base stations on the infrastructure level. Three levels of implementation have been captured for all frequency bands: (1) I/O base stations implemented on the infrastructure level; (2) I/O base stations are in the process to be implemented; and (3) I/O base stations are not implemented on the infrastructure level and the implementation process has not begun.

There are four (4) frequency bands with pre-identified National I/O channels: Hi-VHF band, UHF band, 700MHz band, and 800MHz band. The roll-out of the SICG-Targeted Program with its intended purposes may be commenced in stages.

The program takes a two-pronged approach to accomplish interoperability across the state by setting primary and secondary goals.

### **Primary Goals:**

The highest level one priority is given to counties without any I/O channels implemented on the infrastructure level and/or require radio system core connectivity or ISSI implementation. NY State Counties are operating predominantly in Hi-VHF spectrum band; hence second level of priority is given to implementation of VHF I/O channels and applicants that do not have it. In addition, there are several counties operating in UHF spectrum, which will be third level of priority. Forth level of priority is 700/800MHz spectrum.

- (1) Level 1 – applicants without any interoperability channels or require regional connectivity via radio core or ISSI
- (2) Level 2 – applicants without Hi-VHF I/O channels, VCALL10

- (3) Level 3 – applicants without UHF I/O channels, UCALL40
- (4) Level 4 – applicants without 700/800 MHz channels, 7CALL50/8CALL90

**Secondary Goal:**

Additional consideration will be given to applicants that buildout all but one interoperability band or build out all I/O channels but require infrastructure enhancements and regional connectivity. Working with those counties to complete the installation of the last available CALLing channel will allow us to accomplish buildout of interoperability channels in all bands on the regional basis and thus greatly improve regional interoperability. The secondary goal will be dependent on funding availability after addressing primary goals of this RFA.

Due to the complexity and specific nature of this grant, DHSES OIEC will assist counties individually or on a regional basis with development of their project scope.

**C. Award Amount Determination and Results.**

After evaluation process of applications is complete, the next step is determination of award amounts. It will involve meetings and/or conference calls with each applicant to discuss technical details and scope of work needed to close interoperability gaps and meet goals set by this grant program. Project Development Committee (PDC), which consist of subject matter experts and DHSES OIEC personnel, will be engaged in the next steps of the process.

1. OIEC will contact several applicant counties, starting with highest priority and as determined by ranking to set up a meeting or a conference call to discuss technical details and scope of work needed to close interoperability gaps and meet goals set by this grant program.
2. PDC/OIEC will provide engineering and technical details and requirements for implementation of I/O channels and establishing regional connectivity.
3. Applicant county will inventory existing infrastructure and determine the scope of work to implement I/O channels and establish regional connectivity.
4. OIEC will provide a Budget Form to an applicant, which applicant will fill-out and provide back to OIEC within 30 days for review and approval.
5. PDC/OIEC will review the Budget Form and project scope for eligibility and technical details and make a decision to either (a)approve, (b)request

revisions, or (c) deny the proposed scope of work. This is an iterative process, subject to OIEC review and discretion. No award shall exceed \$6 million total.

6. Applicants will be also assessed on the timeliness of submitted budget forms and readiness to start working on the implementation of the project.
7. Applicants will be placed on the award list in the order in which they submit final Budget Sheets and obtain final approval of DHSES OIEC.

## VII. Timeline and Checklist of Required Documentation

- Applications are due to DHSES by **5:00PM EDT on May 11<sup>th</sup>, 2022.**
- Applications must be submitted via E-Grants. Applications that are not received by the due date will not be considered for funding.
- Complete applications must include answers to all questions listed in the application.
- County can attach documents to an application, if they would like to provide additional explanations of their projects.

## VIII. Award of Funds and Vendor Responsibility

Final grant award determinations are made by DHSES. DHSES will issue award letters to successful applicants and enter into reimbursement-based grant contracts with awardees.

**Following the announcement of the awards, each awardee county must submit their proposed budget to DHSES within 45 calendar days or risk forfeiture of its award.**

By law, State contracting entities may only award contracts to responsible vendors. A responsible vendor must have:

- the integrity to justify the award of public dollars; and
- the capacity to perform the requirements of the contract fully.

**Vendor Responsibility:** The awardee county's vendors shall at all times during the contract term remain responsible. An awardee and/or its vendors must, if requested by the Commissioner of DHSES or his or her designee, present evidence of the



vendor's continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

**Suspension of Work for Non-Responsibility:** The Commissioner of DHSES or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under a contract, at any time, when he or she discovers information that calls into question the responsibility of the awardee and its vendors. In the event of such suspension, the vendor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the awardee and the vendor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of DHSES or his or her designee issues a written notice authorizing the resumption of performance under the contract.

**Termination for Non-Responsibility:** Upon written notice to the vendor, and a reasonable opportunity to be heard by appropriate DHSES officials or staff, the contract may be terminated by the Commissioner of DHSES or his or her designee at the vendor's expense where the vendor is determined by the Commissioner of DHSES or his or her designee to be non-responsible. In such event, the Commissioner of DHSES or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue legal or equitable remedies for such breach.

## **IX. Administration of Grant Contracts**

DHSES will negotiate and develop a grant contract with the awardee based on the contents of the submitted application and the intent of the grant program as outlined in this RFA. The grant contract is subject to approval by the NYS Office of the Attorney General and the Office of the State Comptroller before grant funding may be disbursed to reimburse project expenses.

The period of performance for 2022 SICG-Targeted Program is four (4) years from the origination of the contract, with the potential for extension. DHSES OIEC will assist applicants with development of the project scope for the SICG Targeted Program.

Although the contract format may vary, the contract will include standard terms and conditions included in DHSES grant contracts (available for review on the DHSES website at: <https://www.dhSES.ny.gov/grant-reporting-forms>)

## **A. Issuing Agency**

This RFA is issued by DHSES, which is responsible for the requirements specified herein and for the evaluation of all applications.

## **B. Filing an Application**

Grant applications MUST be submitted via the automated E-Grants System operated by DHSES. The system allows an agency to complete an application electronically and submit it over the Internet using a secure portal. If upon reading this RFA you are interested in completing a grant application, and you have not previously been registered to use the DHSES E-Grants system, your agency will need to register and be assigned a user name and password. The Registration Request Form to use the E-Grants system is available at: <https://www.dhSES.ny.gov/e-grants>.

A detailed tutorial on how to use the E-Grants system for SICG-Targeted Grant submission can be found on DHSES OIEC Grants webpage at the following Internet address <https://www.dhSES.ny.gov/statewide-interoperable-communications-grant-sicg-program>. It will guide you in a step-by-step process through the E-Grants application submission.

## **C. Reserved Rights**

The issuance of this RFA and the submission of a response or the acceptance of such response by DHSES does not obligate DHSES in any manner. DHSES reserves the right to:

1. Reject any and all applications received in response to this RFA;
2. Withdraw the RFA at any time at DHSES' sole discretion;
3. Make an award under the RFA in whole or in part;
4. Disqualify any applicant whose conduct and/or application fails to conform to the requirements of the RFA;
5. Disqualify applicants due to untimely submission of any requested supporting documentation;
6. Seek clarifications and revisions of the applications;
7. Use application information obtained through site visits, management interviews and the State's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to DHSES' request for clarifying information in the course of evaluation and/or selection under the RFA;

8. Prior to the application opening, direct applicants to submit application modifications addressing subsequent RFA amendments;
9. Prior to the application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available;
10. Make amendments and/or alter funding levels of any recipient based on any new information discovered that would have originally affected the scoring;
11. Waive or modify minor irregularities in applications received after prior notification to the applicant;
12. Adjust or correct cost figures with the concurrence of the applicant if errors exist and cannot be documented to the satisfaction of DHSES and the State Comptroller;
13. Change any of the scheduled dates;
14. Eliminate any mandatory, non-material specifications that cannot be complied with by all the prospective applicants;
15. Waive any requirements that are not material;
16. Negotiate with successful applicants within the scope of the RFA in the best interests of the State;
17. Conduct contract negotiations with the next responsible applicant, should DHSES be unsuccessful in negotiating with the selected applicant;
18. Utilize any and all ideas submitted in the applications received;
19. Unless otherwise specified in the RFA, every offer is firm and not revocable for a period of 60 days from the application opening;
20. Require clarification at any time during the application process and /or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an applicant's proposal and/or to determine an applicant's compliance with the requirements of this RFA;
21. Award grants based on geographic or regional considerations to serve the best interests of the State;
22. Terminate, renew, amend or renegotiate contracts with recipients at the discretion of DHSES;
23. Periodically monitor the applicant's performance in all areas mentioned above, in addition to the activities in the contract;
24. Revoke funds awarded to an applicant, or enforce any available sanction against any applicant, who materially alters the activities or is in material noncompliance under the grant award, or who does not implement an approved project within 60 days of the final contract approval;
25. Not fund any application that fails to submit a clear and concise work plan and/or budget;

26. Consider all applications and documentation submitted as State agency records subject to the New York State Freedom of Information Law (Public Officers Law, Article 6). Any portion of the application that an applicant believes constitutes proprietary or critical infrastructure information entitled to confidential handling, as an exception to the Freedom of Information Law, must be clearly and specifically designated in the application;
27. Recipients and sub-recipients funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the recipient or sub-recipient; and (2) the status of any corresponding recipient or sub-recipient plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards;
28. Funded recipients and sub-recipients agree to attend and participate in any DHSES-sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract; and,
29. DHSES reserves the sole discretion to increase or decrease the total funding available for this program at any time, resulting in more or fewer applications funded under this RFA.

DHSES may exercise the foregoing rights at any time without notice and without liability to any responding applicant or any other party for its expenses incurred in preparation of responses hereto or otherwise. All costs associated with responding to this RFP will be at the sole cost and expense of the Applicant.

#### **D. Terms of the Contract**

Any resulting contract or agreement for more than \$50,000 from this RFA will be effective only upon approval by both the NYS Office of the Attorney General and the State Comptroller. Any resulting contract for \$50,000 and under from this RFA will be effective upon signature of both parties.

## **E. Payment and Reporting Requirements of Grant Recipients**

### **1. Standard Cost Reimbursement Contract**

Each successful applicant must enter into a standard cost reimbursement contract with DHSES. Such contract will include this RFA, the successful applicant's proposal, any attachments or exhibits, the standard clauses required by the NYS Attorney General for all State contracts, and any other attachments or exhibits required by DHSES. Although the contract format may vary, the contract will include standard terms, conditions, clauses, information, rights, and responsibilities as can be found on the DHSES website, including:

APPENDIX A-1 – Agency Specific Clauses

APPENDIX B – Budget

APPENDIX C – Payment and Reporting Schedule

APPENDIX D – Work plan/Special Conditions

For purposes of this RFA, these terms and conditions are incorporated by reference and the applicant must agree to the inclusion of all these terms and conditions in any resulting grant contracts as part of the application submission. Copies of the standard terms and conditions included in DHSES grant contracts are available for review on the DHSES website at: <https://www.dhSES.ny.gov/e-grants>. Payments will be made subject to proper documentation and compliance with reimbursement procedures and all other contractual requirements.

### **2. Procurements**

Applicants must follow and comply with all procurement procedures under General Municipal Law 5-A and/or any other state regulations applicable to these funds and will be subject to monitoring by DHSES to ensure compliance.

#### **Contracting with Small and Minority Firms, Women's Business Enterprises**

Pursuant to New York State Executive Law Article 15-A, DHSES recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority and women-owned business enterprises (MWBE) and the employment of minority group members and women in the performance of DHSES contracts. Minority and women-owned business

enterprises can be readily identified on the directory of certified businesses at: <https://ny.newnycontracts.com/>.

For purposes of this solicitation, applicants and subcontractors are hereby notified that the State of New York has set an overall goal of **30% for MWBE participation** or more, **15% for Minority-Owned Business Enterprises (MBE)** participation and **15% for Women-Owned Business Enterprises (WBE)** participation, based on the current availability of qualified MBEs and WBEs for your project needs.

Further, pursuant to Article 15 of the Executive Law (the “Human Rights Law”), all other State and Federal statutory and constitutional non-discrimination provisions, the Applicant and subcontractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, gender identity or expression, military status, age, disability, predisposing genetic characteristic, familial status, marital status or domestic violence victim status, and shall also follow the requirements of Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

#### **Use of Service-Disabled Veteran-owned Business Enterprises in Contract Performance**

Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economics of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, Grant recipients are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be as vendors, contractors, subcontractors, suppliers, protégés, or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at <https://online.ogs.ny.gov/SDVOB/search>.

Applicants need to be aware that all authorized users of this contract will be strongly encouraged to the maximum extent practical and consistent with legal requirements of the applicable laws to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services, and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State Law. Utilizing SDVOBs in State contracts will help create

more private sector jobs, rebuild New York State's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its SDVOB partners. SDVOBs will promote the recipient's optimal performance under the contract, thereby fully benefiting the public-sector programs that are supported by associated public procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of SDVOBs by its contractors. The State, therefore, expects awardees to provide maximum assistance to SDVOBs in their contract performance. The potential participation by all kinds of SDVOBs will deliver great value to the State and its taxpayers.

For purposes of this solicitation, applicants and subrecipients are hereby notified the State of New York has set an overall goal of 6% for SDVOB participation or more.

Grant recipients will report on actual participation by each SDVOB during the term of the contract to DHSES per the policies and procedures set by DHSES. Applicants are reminded that they must continue to utilize small, minority, and women-owned businesses consistent with current State law. A business enterprise can be either a MWBE or a SDVOB for the purposes of achieving the set goals of MWBE and SDVOB participation, but not both.

### **Sexual Harassment Prevention**

Applicants must submit a certification with their bid stating that Applicant has a policy addressing sexual harassment prevention and that applicant provides sexual harassment training to all its employees on an annual basis that meets the Department of Labor's model policy and training standards. Bids that do not contain this certification will not be considered for awards; provided, however, that if Applicant cannot make the certification, the Applicant may provide a statement with its bids detailing the reasons why the certification cannot be made.

### **Worker's Compensation and Disability Benefits Insurance Coverage**

Applicants must provide evidence of appropriate workers' compensation and disability insurance coverage, or proof of a legal exemption, prior to being awarded a contract. Failure to do so will result in the rejection of the application.

**Iran Divestment Act:** The Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added section 165-a to the State Finance Law

effective April 12, 2012. The Act is available at: <https://ogs.ny.gov/system/files/documents/2021/12/iran-divestment-act-of-2012.pdf>

The Act imposes limitations on “persons” that are determined to be engaged in investment activities in the Iranian energy sector, as defined in the Act. Under the Act, the Commissioner of the Office of General Services (OGS) is required to develop and maintain a list of “persons” who are engaged in “investment activities in Iran.” Once an entity appears on the prohibited entities list, it will be considered a non-responsive bidder/offeree and prohibited from entering into contracts with the State or local governments. This list is available at: <https://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

By submitting a response to this RFA or by assuming the responsibility of a contract awarded hereunder, the applicant (or any assignee) certifies that it will not utilize on such contract any entity that is identified on the prohibited entities list.

During the term of the contract, should DHSES receive information that a person is in violation of the above-referenced certification, DHSES will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, DHSES shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

DHSES reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

### **Vendor Responsibility**

State Finance Law §163(9)(f) requires a State Agency to make a determination that an Applicant is responsible prior to awarding that Applicant a State contract which may be based on numerous factors, including, but not limited to the Applicants: (1) financial and organizational capacity; (2) legal authority to do business in this State; (3) integrity of the owners, officers, principals, members, and contract managers; and (4) past performance of the Applicant on prior government contracts. Thereafter, Recipients/Contractors shall at all times during the Contract term remain responsible. The



Recipients/Contractor agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. DHSES requires that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System, see the VendRep System Instructions available at: [http://www.osc.state.ny.us/vendrep/info\\_vrsystem.htm](http://www.osc.state.ny.us/vendrep/info_vrsystem.htm) or go directly to the VendRep system online at <https://onlineservices.osc.state.ny.us>. Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at [ITServiceDesk@osc.ny.gov](mailto:ITServiceDesk@osc.ny.gov). Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [http://www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm) or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form. Applicants will also be required to complete and submit a Vendor Responsibility Questionnaire prior to contracting.

### **1) Suspension of Work for Non-Responsibility:**

The Commissioner of DHSES or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when he or she discovers information that calls into question the responsibility of the Recipient. In the event of such suspension, the Recipients/Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of DHSES or his or her designee issues a written notice authorizing the resumption of performance under the Contract.

### **2) Termination for Non-Responsibility:**

Upon written notice to the Recipients/Contractor, and a reasonable opportunity to be heard by appropriate DHSES officials or staff, the Contract may be terminated by the Commissioner of DHSES or his or her designee at the Contractor's expense where the Recipients/Contractor is determined by the Commissioner of DHSES or

his or her designee to be non-responsible. In such event, the Commissioner of DHSES or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue legal or equitable remedies for breach. Sub-recipients shall at all times during the Contract term remain responsible. The Sub-recipient agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

### **Satisfactory Progress**

Satisfactory progress toward implementation includes, but is not limited to: executing contracts and submitting payment requests in a timely fashion; retaining consultants; or completing plans, designs, reports, or other tasks identified in the work program within the time allocated for their completion.

DHSES may recapture awarded funds if satisfactory progress is not being made on the implementation of a grant project.

### **F. General Specifications**

By submitting the application, the Applicant attests that:

- 1) Applicant's signatory contact person has express authority to submit on behalf of the applicant's agency;
- 2) Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this document, including Appendices A-1 and C, and all other terms and conditions of the award contract;
- 3) The application and any resulting grant, if awarded, must adhere to, and be in full compliance with any, resulting contract(s), and relevant federal and State policies and regulations or be subject to termination; and
- 4) Any not-for-profit recipients or subrecipients are required to be prequalified, prior to contract execution, by the State of New York upon application submission through the New York State Grants Gateway (<https://grantsgateway.ny.gov>).
- 5) If your organization is not currently doing business with NYS, you will need to submit a Substitute W-9 form to obtain a NYS Vendor ID. The form is available on the Office of the State Comptroller website at: [http://www.osc.state.ny.us/vendor\\_management/forms.htm](http://www.osc.state.ny.us/vendor_management/forms.htm).
- 6) Contract Changes - Contracts with Recipients/Contractors may be executed, terminated, renewed, increased, reduced, extended, amended, or renegotiated at the discretion of the Commissioner of DHSES, in light of

a Recipient's/Contractor's performance, changes in project conditions, or otherwise.

- 7) Records – Recipients/Contractors must keep books, ledgers, receipts, work records, consultant agreements and inventory records pertinent to the project; and in a manner consistent with DHSES contractual provisions and mandated guidelines.
- 8) Liability - Nothing in the contract between DHSES and the Sub-recipients shall impose liability on the State of New York or DHSES for injury incurred during the performance of approved activities or caused by use of equipment purchased with grant funds.
- 9) Reports - A provider agency shall submit to the DHSES reports in a format and time schedule specified in the grant contract, which shall include a description of the program efforts undertaken during the report period and the current status of the project.
- 10) Tax Law Section 5-a Certification – In accordance with section 5–a of the Tax Law, sub-recipients will be required, prior to the approval of any contract awarded as a result of this RFA, to certify that it and its affiliates, subcontractors, and subcontractors' affiliates have registered with the New York State Tax Department for the purpose of collection and remittance of sales and use taxes. In order to trigger this certification requirement, a Sub-recipient or its affiliates, subcontractor, or subcontractors' affiliates must have made more than \$300,000 in sales of tangible personal property or taxable services to location within New York State and the contract must be valued in excess of \$15,000. Certification will take the form of a completed Tax Form ST-220.
- 11) Standard Contract Provisions - Grant contracts executed as a result of this RFA process will be subject to the standard clauses for New York State Contracts as referenced herein and as located at:  
<https://ogs.ny.gov/procurement/appendix>
- 12) Compliance with Procurement Requirements - The applicant shall certify to DHSES that all applicable statutory and contractual procurement procedures were followed and complied with for all procurements.

## **G. Special Conditions**

### **New York State Emergency Management Certification and Training Program**

1. Participation in, and successful completion of, the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES-specified county and city government officials in order to ensure a consistent

emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.

2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, Contractors must arrange for DHSES-specified Contractor employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the Contractor will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day-cycle from the date of initial training for previously trained individuals if such person remains employed by the Contractor and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES-specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.
3. Contractors must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Recipients must be aware that the process of conducting a DHSES Annual Risk Assessment is an ongoing process and requires a continued commitment on the part of the Contractor to ensure that it is effective.
4. All recipients and sub-recipients funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the recipients or sub-recipients; and (2) the status of any corresponding recipients or sub-recipients plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.
5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man-made

disasters. Funded recipients and sub-recipients agree to attend and participate in any DHSES-sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.
7. Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the Bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made with 15 calendar days of notification by DHSES that the Bid submitted by the Bidder was not selected for award. An unsuccessful Bidder's written request for a debriefing shall be submitted to DHSES Director of Grants Program Administration. The debriefing shall be scheduled with 10 business days of receipt of the written request by DHSES or as soon as practicable under the circumstances.

## **X. Questions**

Questions regarding the 2022 SICG-Targeted Program should be directed to the following email address: [Grant.Info@dhSES.ny.gov](mailto:Grant.Info@dhSES.ny.gov). To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Updates and frequently asked questions will be posted online at <https://www.dhSES.ny.gov/statewide-interoperable-communications-grant-sicg-program>. Please check the website frequently for updates.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution authorizing agreement with the Southside Community Center on behalf of the Chemung County Department of Youth and Recreational Services

**Resolution #:** 22-232  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

### Explain action needed or Position requested (justification):

Requesting permission to again enter into a contract with the Southside Community Center, located at 215 Partridge St. in Elmira, to continue to provide "out of school time programming" for elementary, middle and high school students each year. The Center has been in existence for over 40 years.

Previous Resolution 19-088

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">2022_SSCC_Contract.doc</a>	<a href="#">2022_SSCC_Contract</a>	<a href="#">Cover Memo</a>	3/21/2022
<a href="#">2022-2024_SSCC_Contract_Request_Memo.docx</a>	<a href="#">2022-2024_SSCC_Contract_Request_Memo</a>	<a href="#">Cover Memo</a>	3/21/2022
<a href="#">SCC_Programming_and_Collaborative_Partners.pdf</a>	<a href="#">SCC_Programing_&amp;_Collaborative_Partners</a>	<a href="#">Cover Memo</a>	3/21/2022

## **A G R E E M E N T**

**THIS AGREEMENT** made between the **COUNTY OF CHEMUNG** (hereinafter referred to as the "**COUNTY**"), a municipal corporation of the State of New York, on behalf of its applicable department(s), having its principal office at 203-205 Lake Street, Elmira, New York 14902,

**-AND-**

**SOUTHSIDE COMMUNITY CENTER  
P.O. BOX 4187  
ELMIRA, NY 14904**

(hereinafter referred to as the **PROVIDER**).

### **W I T N E S S E T H**

**WHEREAS** the parties hereto desire to make available to the **COUNTY** the services as authorized by applicable Laws of the State of New York; and as outlined in **ATTACHMENT A**, and

**WHEREAS** the **PROVIDER** is qualified to provide and is willing and authorized to furnish such services to the **COUNTY** and,

**WHEREAS** the **COUNTY** desires to contract with the **PROVIDER** for the furnishing of such services as aforesaid, and the said **PROVIDER** has agreed to render and furnish such services to the **COUNTY** to the extent indicated herein, and under the terms and conditions hereinafter provided, and

**WHEREAS** the **COUNTY** wishes to make these services available to those persons eligible under applicable Laws.

**NOW, THEREFORE**, it is mutually agreed between the parties involved as follows:

#### **TERM OF AGREEMENT**

1. This Agreement shall become effective **January 1, 2022** and shall terminate on **December 31, 2024**.

#### **BUDGET AND TOTAL AMOUNT OF AGREEMENT**

2. The **PROVIDER** agrees that the budget attached hereto and made part hereof as **ATTACHMENT B**, accurately lists any personnel and/or other costs for services to the **COUNTY** to be rendered by the **PROVIDER** under this Agreement.

The total budgeted for this Agreement shall not exceed the sum of **FIFTY SIX THOUSAND DOLLARS (\$56,000.00)**.

The COUNTY will provide payment to the PROVIDER as described in ATTACHMENT D, attached hereto and made a part hereof.

#### **RELATIONSHIP AS INDEPENDENT PROVIDER**

3. The relationship of the PROVIDER to the COUNTY shall be that of independent PROVIDER. The PROVIDER, in accordance with this status as an independent provider, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be an officer or employee of the COUNTY by reason thereof and that it will not by reason thereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to Worker's Compensation coverage, or retirement membership or credits.

#### **ASSIGNMENTS**

4. The PROVIDER shall not assign, transfer, convey, sublet, sub-contract or otherwise dispose of this contract or the right, title or interest therein or the power to execute such contract to any other person, company or corporation without prior written consent of the COUNTY, which consent shall not be unreasonably withheld.

#### **COMPLIANCE WITH APPLICABLE LAWS**

5. The PROVIDER shall have the overall administration and responsibility for carrying out the terms of this contract and shall comply with all applicable Federal, State and local statutes, rules and regulations.

The PROVIDER shall furnish services in accordance with applicable requirements of law and shall cooperate with the COUNTY as may be required so that the COUNTY shall be able to fulfill its function and responsibilities in order to meet all of the applicable County, State and Federal requirements pertaining thereto.

#### **NEW FEDERAL OR STATE REQUIREMENTS**

6. In the event that Federal or State Departments issue new or revised requirements to the COUNTY pertaining to services rendered in the performance of this Agreement, then the COUNTY shall promptly notify the PROVIDER of said change(s) and the PROVIDER shall comply with said requirements.

#### **RECORDS RETENTION**

7. The PROVIDER agrees to retain all books, records and other documents relevant to this Agreement for seven years after final payment. Federal and/or State auditors and any persons duly authorized by the COUNTY shall have full access and the right to examine any of said materials during said reporting period.



## **CONFIDENTIALITY**

8. The PROVIDER and the COUNTY shall observe and require the observance of applicable County, Federal and State requirements relating to the confidentiality of records and information.

## **GRIEVANCES/FAIR HEARINGS**

9. The PROVIDER shall establish a system through which recipients may present grievances about the operation of the service system. The PROVIDER will advise all recipients of this right and will also advise applicants and recipients of their right to appeal.

For Chemung County Department of Social Services (DSS) Contracts only, the following is agreed:

(a) in the case of DSS contracts, the COUNTY shall be responsible for establishing the standards, policies and procedures for determining eligibility of persons for services purchased by DSS in accordance with NYS Social Services Law and the Regulations of New York State Department of Social Services, and DSS shall retain continuing, basic responsibility for determining the eligibility of persons for such services.

(b) Further, for DSS purchased services, the COUNTY shall notify applicants for or recipients of care and services of their right to a Fair Hearing to appeal the denial, reduction or termination of a service, or failure to act upon a request for service with reasonable promptness. Whenever an applicant or recipient requests a Fair Hearing, the NYS Department of Social Services will provide such a hearing through its regular Fair Hearing procedures.

(c) The COUNTY working through the State Department of Social Services shall be responsible for establishing Fair Hearing Procedures, holding Fair Hearings and issuing appropriate decisions thereon; and taking such steps as may be necessary to enforce its determination decisions. The COUNTY shall provide the PROVIDER with copies of its decision.

(d) The PROVIDER upon request of the COUNTY shall participate in appeals and Fair Hearings as witnesses when necessary for a determination of the issues.

## **FEES**

10. The PROVIDER will retain all fees collected from eligible individuals or other entities required to pay such fees and will reduce its claim for Federal, State or County reimbursements by the amount of such fees collected. The collection of such fees is solely the responsibility of the PROVIDER.

It is further understood and agreed that in the event that the actual fees or contributions collected by the PROVIDER exceed the estimated amount as stated in the attached budget that such fees may, with the mutual written consent of the parties hereto, be used to expand the services provided by the PROVIDER and to increase the amount of gross expenditures by amending this budget with the approval of the COUNTY and the appropriate State Agency.

#### **SANCTIONS/NON-REIMBURSEMENT**

11. If the appropriate State Agency shall sanction and/or fail to approve full reimbursement to the COUNTY for payments made hereunder by the COUNTY to the PROVIDER (including sanctions), for expenditures made during the term of this Agreement, then the COUNTY may deduct and withhold from any payment due the PROVIDER an amount equal to the reimbursement denied by the appropriate State Agency, and the COUNTY's obligation hereunder shall be reduced by such amounts. This shall apply to sanctions or disapprovals due to error, actions or omissions of the PROVIDER only.

#### **FISCAL AND STATISTICAL REPORTS**

12. The PROVIDER agrees to make fiscal and program statistical reports at times prescribed and in a format prescribed by the COUNTY. The County Treasurer shall pay the funds appropriated by the COUNTY for said project and the County Treasurer is hereby authorized by this Agreement to pay such funds in the sum as stated in paragraph two upon authorization of the COUNTY who shall request payment in the manner required for this project.

#### **DOCUMENTATION**

13. The PROVIDER agrees to document and maintain books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Expenditures shall be documented and maintained in separate and complete fiscal accounts (in accordance with generally accepted accounting principles) and the PROVIDER shall turn over, upon demand by the COUNTY, all such documentation to the COUNTY.

#### **CASE RECORDS AND REPORTING REQUIREMENTS**

14 The PROVIDER shall maintain individual case records for each participant and other program statistical records as may be required by the COUNTY and the relevant State agency. All case records, summaries, statistics and other records and reports shall be maintained or submitted in a manner satisfactory to the COUNTY and/or the relevant state department or agency. The individual case records for each participant shall be kept and maintained in a confidential manner in compliance with 42 CFR Part 2 and other laws, regulations or guidelines of the Federal, State or local government and its agencies.

A. The COUNTY shall develop, in cooperation with PROVIDER, a system of reports to be made periodically as are or may be necessary to comply with applicable Federal and State requirements. The COUNTY and the PROVIDER shall, through cooperative efforts, develop forms, procedures and financial controls for carrying out their respective responsibilities under this Agreement.

B. These records shall be subject at all reasonable times for inspection, review or audit by COUNTY and State and/or Federal personnel or their authorized representatives. The PROVIDER agrees that it shall make available for audit and inspection by the COUNTY or designated agent, all financial and program records and cooperate with the review or audit entity.

15. **ANNUAL AUDIT**

A. The PROVIDER shall submit to the COUNTY its annual audit and, if the agency has a fiscal year other than January 1 through December 31, the PROVIDER will submit a supplemental fiscal report which provides an exclusive accounting of COUNTY funding for the calendar year January 1 through December 31.

B. Designated representatives of the COUNTY and authorized State agencies shall have access to persons eligible for the services herein and to the records of persons for the purposes of the proper discharge of its responsibilities under this Agreement.

**INSPECTION OF BOOKS AND RECORDS**

16. The PROVIDER agrees to maintain program records required by the COUNTY and agrees that a program and facilities review, including meetings with consumers, review of service records, review of service policy and procedural issuances, review of staffing ratios and job descriptions and meetings with any staff directly or indirectly involved in the provision of services may be conducted at a reasonable time by appropriate State and Federal personnel and other persons duly authorized by the COUNTY.

**CLAIMS, PAYMENTS AND AUDITS**

17. The PROVIDER agrees that all claims submitted for reimbursement to the COUNTY shall be true and correct and that reimbursement by the COUNTY does not duplicate reimbursement received by the PROVIDER from any other sources.

**INSURANCE**

18. The PROVIDER agrees to procure and maintain at its own expense and without direct expense to the County (until final

acceptance by the County for the services covered by this Agreement), insurance of the kinds and in the amounts hereinafter specified in **Exhibit #1**, and attached hereto as **ATTACHMENT C**.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the PROVIDER hereby agrees to effectuate the naming of the COUNTY as an unrestricted additional insured on the PROVIDER'S insurance policies, with the exception of Workers' Compensation.

Said insurance policy shall be secured with an A.M. Best Rated "secured" New York State admitted insurer; provide for 30-day cancellation notice, and state that the PROVIDER'S coverage shall be primary coverage for the COUNTY.

PROVIDER agrees to indemnify the COUNTY for any applicable deductibles.

PROVIDER acknowledges that failure to obtain such insurance on behalf of the COUNTY constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the COUNTY. PROVIDER is to furnish the COUNTY with a certificate of insurance evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

#### **HOLD HARMLESS INDEMNIFICATION**

19. The PROVIDER agrees to indemnify and hold harmless the COUNTY, its officers and agents, against all liability, judgments, costs and expenses upon any claims arising from the negligence of the PROVIDER, its agents, officers or employees, in performing the work under this Agreement.

#### **NEPOTISM/CONFLICT OF INTEREST**

20. The PROVIDER agrees and is obligated to disclose that no current officer, director or incorporator of the PROVIDER shall be hired or retained by the PROVIDER to fill any staff position or perform any services required under this Agreement and that parents, spouses, siblings and children of current officers, directors or incorporators will not be employees paid from these funds without prior written approval of the COUNTY.

#### **TERMINATION**

21. Each party shall have the right to terminate this Agreement by giving 30 days prior written notice to the other party.

A. Notwithstanding the above, if, through any cause, the PROVIDER fails to comply with legal, professional, COUNTY, Federal or State requirements for the provision of services or with the provisions of this Agreement, or if the PROVIDER becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the COUNTY may terminate this Agreement effective immediately,

or, at its option, effective at a later date, after sending notice of such termination to the PROVIDER.

B. The COUNTY shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination, but the COUNTY shall be responsible for payment of all claims for services provided and costs incurred by the PROVIDER prior to termination of this Agreement, that are pursuant to, and after the PROVIDER's compliance with, the terms and conditions herein, subject to any adjustments the COUNTY may have.

C. In the event of termination of the Agreement prior to the termination date set forth in the project description, the PROVIDER agrees to:

(1) Account for and refund to the COUNTY, within 30 days, any unexpended funds which have been paid to the PROVIDER pursuant to this Agreement.

(2) Not incur any further obligations pursuant to this Agreement beyond the termination date.

(3) Submit, within 30 days of termination, a full report of fiscal and program activities, accomplishments and obstacles encountered related to this Agreement.

#### **NON-DISCRIMINATION**

22. The PROVIDER and COUNTY agree to comply with all applicable rules and regulations regarding non-discrimination regarding work to be performed under this Agreement. In compliance with New York State and Federal Laws, PROVIDER and COUNTY shall not discriminate because of age, race, creed, sex, color, disability, national origin, marital status, blindness, sexual preference, sponsorship, employment, source of payment or retaliation in the performance of this Agreement.

#### **FOR CONTRACTS RECEIVING STATE FUNDING**

The PROVIDER shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. PROVIDERS found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusal to comply, State funding to such PROVIDERS shall be terminated and/or administrative fines imposed.

#### **FOR CONTRACTS RECEIVING FEDERAL FUNDING, EITHER DIRECTLY OR THROUGH STATE OR LOCAL GOVERNMENTS:**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), required that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. This law also applies to children's services which are provided in indoor facilities which are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification or contract agreement wherein this certification is included, the PROVIDER certifies that the organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

The above recited language reflects the Federal requirements for all Federally funded programs. However, New York State Public Health Law, Section 1399-o, governing smoking in public places and facilities, is more restrictive than the Federal law. In all instances, if any state or local law, rule or regulation is more restrictive than the applicable Federal law, then all terms of the state or local law, rule or regulation shall apply.

#### **EXECUTORY BASED ON AVAILABILITY OF MONIES**

23. This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the purchase beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract.

#### **COOPERATION**

24. The PROVIDER and the COUNTY recognize that in the performance of this contract, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties does, therefore, enter into this contract with the intention of

loyally cooperating with the other in carrying out the terms of this contract and each party agrees to interpret its provisions insofar as it may legally do, in such manner as will thus promote the interest of both and render the highest service to the public and in accordance with the provisions of this Agreement.

### **SECTARIAN PURPOSES**

25. The PROVIDER agrees that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion. This paragraph does not in any way limit expenditure of funds due the PROVIDER's employees through this Agreement which become part of the employees personal spending money.

### **LOBBYING**

26. The Provider/Contractor will not spend Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of Congress, a member of Congress, an employee of a member of Congress, or an officer or employee of any Federal agency in connection with any of the following Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. Furthermore, if the Provider/Contractor spends any non-federal funds for these purposes, Provider/Contractor will make and file any disclosures required by State or Federal Law.

### **GENERAL PROVISIONS**

27. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

28. If any term or provision of this Agreement or the application thereof shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, other than those as to which it is held invalid or unenforceable, shall not be affected.

29. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement.

30. The following additional schedules are attached and made a part hereof: **Exhibit 2.**

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date herein written.

**DATE:** \_\_\_\_\_

**COUNTY OF CHEMUNG**

**BY:** \_\_\_\_\_  
**Christopher J. Moss**  
**CHEMUNG COUNTY EXECUTIVE**

**DATE:** \_\_\_\_\_

**SOUTHSIDE COMMUNITY CENTER**

Subscribed and sworn to me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

**BY:** \_\_\_\_\_  
**Authorized Signature**

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Fed.I.D.# 22-2201957**

**Attachment A = Service Description/Protocols**  
**Attachment B = Budget**  
**Attachment C = Insurance Certificate**  
**Attachment D = Payment Schedule(s)**  
**Exhibit #1 = Insurance Requirements**  
**Exhibit #2 = Authorizing Resolution**

**Dept. Head Approval/Initials:**

**Resolution#:**



**PROGRAM DESCRIPTION  
ATTACHMENT "A"**

**SOUTHSIDE COMMUNITY CENTER**

**GOAL:**

The main goal at the Southside Community Center is to provide the tools to help our youth use their time more constructively and become happy, healthy and responsible people. Youth are provided with positive alternatives to the street environment Monday through Friday during the important 2:00-6:00 p.m. after school slot of high risk youth delinquency.

The Center will be open to all children ages 5-18. Approximately 400 youth will be registered during the year, averaging 90 youth each day. A free meal is served to all youth @ 5:00 p.m. each day.

**PERFORMANCE OUTCOME:**

**Statistical Information:**

- Total number of youth who attend the Center (per quarter)
- Cumulative number of unduplicated youth (for the calendar year) in grades Kindergarten through Third Grade(K-3) who attend the Center (per quarter)
- Cumulative number of unduplicated youth (for the calendar year)who attend the Center (per quarter)

**Recreation Outcome:**

- 85% of youth who attend the Center will participate in a structured recreational activity at the Center

**Educational Outcomes:**

- 85% of youth who attend the Center who are in grades (K-3) will participate in Literacy Programming at least 20 minutes a day.
- 85% of youth who attend the Center who are in grades (K-3) will meet attendance criteria of being absent  $\leq 10\%$  of the school year as indicated by child self-reporting and busing information

**Enrichment Outcomes:**

- 75% of youth who attend the Center will engage in enrichment/educational programming.

**MONITORING METHODS:**

Each child entering the Center will fill out a registration form. After the initial registration, each child visiting the Center needs to sign in on a daily attendance sheet at the front door. The program coordinator maintains a record of attendance at all programs and enrichment activities and is responsible for a monthly report of the statistics.

**EVALUATION METHODS:**

Attendance records, quarterly reports, evaluations and surveys, and verbal feedback will all be evaluated to ensure projects

service outcomes are on target. This information along with the program statistics will be the basis for quarterly reports.

OR TYPED BUDGET                      BUDGET SCHEDULES I-IV

## Certificate of Insurance

**ATTACHMENT "D"**

**PAYMENT SCHEDULE**

Upon submission by the provider to the COUNTY Parks, Recreation & Youth Bureau Department of an appropriate invoice, and providing that all elements of this Agreement are satisfactorily met, and after approval by the COUNTY, payment to the PROVIDER shall be authorized by the COUNTY Treasurer as follows:

<b>PROGRAM</b>	<b>INVOICE TO:</b>	<b>PAYMENT SCHEDULE</b>
Community Center	Youth Bureau	Quarterly

- Financial Claims are to be submitted to the Youth Bureau on a quarterly basis. Financial claims must be accompanied with quarterly program performance outcomes. Financial claims are due to the Youth Bureau no later than 21 days after the end of each quarter.
- Reimbursement is contingent upon the submission of required paperwork and the availability of NYS Preventive Funding.

**EXHIBIT "1"**  
**CERTIFICATE OF INSURANCE REQUIREMENTS**

1. Workers' Compensation and Employers Liability coverage for all employees, including corporate officers, partners and proprietors.
2. Commercial General Liability Insurance, including but not limited to project & operations, personal injury, products-completed operations, contractual liability covering the liability assumed under this Site Entry Agreement and Indemnity. The minimum limits of liability applicable to this insurance will be at least \$1,000,000 each occurrence and \$2,000,000 General aggregate. For products and completed operations aggregate, the limit will be at least \$2,000,000. The policy will be endorsed providing the per location aggregate endorsement CG2504.
3. Comprehensive Automobile Liability with combined bodily injury and property damage of at least \$1,000,000 such coverage to include all owned, non-owned and hired vehicles.
4. Umbrella Excess Liability, with limits for each occurrence of at least \$1,000,000 and an aggregate limit of at least \$1,000,000 unless otherwise stated in specifications.
5. Abuse and Molestation coverage when contracts involve children or handicapped.
6. The County of Chemung, 203 Lake Street, P.O. Box 588, Elmira, NY 14902, is to be named as an additional insured on a primary basis on all policies with the same coverage as that of the Contractor, including completed operations with the exception of workers' compensation, and a certificate of insurance will be provided within 48 hours of request by the County of Chemung. All certificates of insurance will provide 30 days notice to the County of cancellation or non-renewal. Contractor waives all rights of subrogation against the County of Chemung and will have all policies endorsed setting forth this waiver of subrogation.
7. Should the PROVIDER's insurance be written on a Claims Made basis, the PROVIDER agrees to maintain coverage for claims arising from services rendered during the term of this Agreement, but submitted after the termination of this Agreement. If necessary, PROVIDER will purchase "tail coverage" to meet the financial obligation of this Agreement and instruct its insurer to send us a Certificate of Insurance as evidence of the coverage required by this paragraph. PROVIDER must contractually keep insurance in force on a Claims Made basis and provide a Certificate of Insurance each of the three years following the expiration of the contract.



# Chemung County Youth Bureau & Recreational Services

David Ellis  
Executive Director

599 Harris Hill Road • Elmira, NY 14903 • 607-737-2907 • Fax: 607-737-0435

ChemungYouth.com

## MEMO

TO: Christopher Moss, County Executive / David Sheen, Deputy County Executive / Brian Hart, Commissioner of Human Services / Steve Hoover, Budget Director / County Legislature

FROM: David M. Ellis, Executive Director

DATE: January 7, 2022

RE: 2022 - 2024 Southside Community Center Contract Renewal Request

**Previous Resolution #: 19-088**

Ladies and Gentlemen:

This Route Slip is to request permission to again enter into a contract with the Southside Community Center located at 215 Partridge Street in Elmira to continue to provide "out of school time programming" for elementary, middle, and high school students each year. The Center has been in existence for over 40 years.

The Southside Community Center is a "drop in" recreational youth center which currently provides free after-school supervision, snacks and dinner for youth, ages 5 to 18 years of age. The main focus of the Center is to provide the tools to help youth use their time constructively. Youth are provided positive alternatives to the street environment during the after school hours of 2:00-6:00 p.m. Age appropriate programming focuses on decision making skills, conflict resolution, healthy lifestyles, youth empowerment, literacy programming, and community involvement.

The Southside Community Center registered 110 youth in 2021. As of the end of 3<sup>rd</sup> quarter in 2021, 84% of the youth participated in a structured recreational activity at the Community Center. 77% of the youth have engaged in Enrichment/Educational Programming at the Community Center. 38% of the youth in grades kindergarten through third have participated in Literacy Programming at least one hour per day. 88% of the youth in grades kindergarten through third have been absent less than 10% of the school year.

The 2022-2024 contract will amount to \$56,000 annually. This funding will be provided through Department of Social Services (NYS Community Optional Preventive Services Funding) 63.7% state share. The local share of 36.3% totals \$20,328. **Chemung County will provide one half of the required local share for this funding equaling \$10,164** and the United Way of the Southern Tier will provide the other half of the local share to also equal \$10,164.

The 2022 Youth Bureau budget currently reflects the \$56,000 budgeted for the Southside Community Center.

Please feel free to contact me at your convenience with any questions.

Thank you in advance for your consideration in this matter.



## 2022 – Southside Community Center, Inc. Programs

### *Staff-led Programming:*

- Kid's Café
  - The SCC Kid's Café program provides youth with a nutritious snack and a homestyle prepared dinner daily (Monday – Friday). This program operates under NYS Health Departments Children & Adult Care Food Program guidelines.
  - SCC Kid's Café Program Lead provides basic kitchen safety and cooking activities to youth.
- Structured Recreation
  - SCC has a gym on the first floor of the building, as well as the ability to use the Coburn Elementary School playground. Under the guidance of the SCC Recreation Program Lead staff engage with the youth daily to increase physical activity, this is done through team/group sports/activities.
- Enrichment & Education
  - SCC offers staff and/or volunteer supported homework help daily for youth needing additional supports.
  - SCC has an onsite computer lab that allows youth to learn basic computer skills and play educational games to help improve literacy, mathematics, and creativity.
  - SCC Staff lead group activities where youth are given written directions to the activities, staff then allow youth to read the directions then do knowledge check-ins with the youth to ensure understanding.
  - SCC has an on-site library in which youth can read while at the Center or can barrow the books and take books home to read.

### *Community Collaboration:*

- STEAM (Science, Technology, Engineering, Art, & Math) Ahead Chemung is a grant funded collaborative programming that is focused on educational themed enrichment programming. Community based organizations and business provide both on-site and destination programming. Collaborative organizations include:
  - Chemung County Historical Society





- CMOG (Corning Museum of Glass)
- Science & Discovery Center
- Tanglewood Nature Center
- Link Movement
- Namaste Spa
- Community Arts of Elmira
- Cornell Cooperative Extension of Chemung County
  - SNAP-Ed New York – CCE provides bi-monthly programming focused on nutrition and healthy food choices.
- Tanglewood Nature Center
  - Provides SCC with weekly on-site programming that provides hands on education and activities focused on animals and nature.
- Food Bank of the Southern Tiers
  - Kid's Farmer Market – Over Summer months FBST provides weekly deliveries of fresh fruits and vegetables that is provided to SCC youth and community youth free of charge.
- Abby's PAWS for a Cause Inc./Kramer Foundation
  - Abby's PAWS and Kramer Foundation partner together to provide programming to youth utilizing working dogs "therapy dogs" to educate children on dog safety. The dogs are also used to help youth that are struggling with anxiety, struggles with literacy youth are comfortable around the dogs and are willing to try to read to dog even if they are not comfortable or strong readers.
- Elmira HOPE Squad
  - Elmira HOPE Squad is made up of high school and middle school trained mentors to help destigmatize mental health issues and help facilitate workshops around healthy mental hygiene.
  - Gizmo 4 Mental Health Takes an upstream approach to support the mental health and wellness of youth. It is data-driven and evidence-informed. This program seeks to introduce mental health and wellness, and how to care for one's mental health in a nonthreatening way that encourages the self-identification of warning signs and when to apply the use of internal and external healthy coping strategies to help reduce risk. This program is facilitated in collaboration with Elmira



HOPE Squad, Abby's PAWS, and the Kramer Foundation and utilizes the use of therapy dogs as supports for the youth.

- Science & Discovery Center
  - Provides SCC youth with hands on fun educational programming on an array of different topics and themes.
- Notre Dame High School
  - High School Mentors come to the Center and work with the Centers youth, either playing board games, coloring, crafts, and even more structured activities.

\*\*\* Updated January 6, 2022, by Anthony Charles Novakowski, Youth Program Director



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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Resolution authorizing Memorandum of Understanding with the Elmira City School District on behalf of the Chemung County Departments of Social Services and Mental Hygiene - Children's Integrated Services

---

**Resolution #:** 22-233  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

---

**Explain action needed or Position requested (justification):**

Prior Resolution No. 21-302 (January 1, 2021 to December 31, 2021)

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ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">Copy of ECSD 2022 Local Share Budget.pdf</a>	<a href="#">ECSD 2022 Local Share Budget</a>	<a href="#">Cover Memo</a>	3/28/2022
<a href="#">ECSD 2022 Local Share Memo.pdf</a>	<a href="#">ECSD 2022 Local Share Memo</a>	<a href="#">Cover Memo</a>	3/28/2022

**Elmira City School District  
Local Share Chargeback  
2022 Memorandum of Understanding**

<b>Program</b>	<b>Budget</b>	<b>Note</b>	<b>Local Share</b>	<b>Total Chargeback</b>	<b>Note</b>
Lease Agreement	\$ 54,000		\$ 20,520	\$ 20,520	1
Therapeutic School Based Mental Health	\$ 75,000	Combined Cap of \$338,072			2
Children's Integrated Services Worker Program	\$ 700,000		\$ 338,072	\$ 338,072	2
Youth Advocate Program	\$ 80,962		\$ 30,766	\$ 30,766	3
Spot Program - SafeZones (LGBTQ)	\$ 74,865		\$ 28,449	\$ 28,449	4
Four (4) CIS Facilitators	\$ 276,150		\$ 104,937	\$ 104,937	5
<b>TOTAL</b>	<b>\$ 1,260,977</b>		<b>\$ 522,743</b>	<b>\$ 522,743</b>	

1. Elmira City School District agreed to reimburse 38% of the Lease Agreement for office space in the Elmira City School District. The Department of Social Services receives 62% state funds through non mandated preventive funding.
2. Elmira City School District agreed to reimburse up to \$338,072 for the Children's Integrated Services Worker and Therapeutic School Based Mental Health Program. In the event the cap is not reached, the agreement is 38% of the Children's Integrated Services Worker will be reimbursed by the Elmira City School District and 100% of the Therapeutic School Based Mental Health Program will be reimbursed by the Elmira City School District. The local share of the Therapeutic School Based Mental Health Program is determined after all other revenue has been applied. The sources of the other revenue include Medicaid, Clinic Plus and Third party payors.
3. Elmira City School District agreed to reimburse 38% of the Youth Advocate Program. The Department of Social Services receives 62% state funding through non mandated preventive funding.
4. Elmira City School District agreed to reimburse 38% of the Spot Program - LGBTQ enhancement. The Department of Social Services receives 62% state funding through Community Optional Preventive Service funds.
5. Elmira City School District agreed to reimburse 38% of four (4) CIS Facilitators salary and fringe. The Department of Social Services receives 62% state funding through non mandated preventive funding.



**CHEMUNG COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
AND MENTAL HYGIENE**

**HUMAN RESOURCE CENTER  
425-447 PENNSYLVANIA AVE.**

**P.O. BOX 588  
Elmira, New York 14902-0588  
PHONE NO: (607) 737-5405  
FAX: (607) 737-5500**

**BRIAN HART, LCSW-R  
COMMISSIONER**

**CHRISTINE O'HERRON  
DEPUTY COMMISSIONER**

**TO:** Christopher J. Moss, County Executive / Steve Hoover, Budget Director / County Legislature

**CC:** Brian Hart, Commissioner of Human Services / Noelle Gross, Director of Administrative Services / Christy Harmer, Children's Integrated Services Coordinator

**FROM:** Christine O'Herron, Deputy Commissioner

**DATE:** February 22, 2022

**RE:** **Elmira City School District Local Share**

On behalf of the Chemung County Departments of Social Services and Mental Hygiene, please consider this correspondence as our request to renew the Elmira City School District Memorandum of Understanding for 2022 local share reimbursement.

A Memorandum of Understanding for purchase of services in 2022 is requested to document the Lease Agreement for Office Space, Children's Integrated Services Worker Program, Therapeutic School Based Mental Health Program (TSBMH), Youth Advocate Program, SPOT - LBGTQ Program Enhancement, and the CIS Facilitators program, detailed as follows;

- The ECSD agrees to reimburse the local share of the office space lease agreement for the Children's Integrated Services division.
- The Children Integrated Services Worker program consists of staff salary and fringe. CIS and ECSD partner to further the model of early intervention related to children and youth with behavior and/or emotional issues. Services added will assist in developing a stronger partnership and connection with the school district to reduce school dropout, increase attendance, and reduce the associated costs of placement.
- The Therapeutic School Based Mental Hygiene program is administered by Family Services of Chemung County, Inc. and will provide clinical staff, and any necessary ancillary staffing appropriate for the provision of Individual Education Plan (IEP) counseling and offsite school-based mental health counseling for all children in the Elmira City School District who are not students receiving services in an 8:1:1 classroom, have counseling approved by the Committee on Special Education, and student who are referred according to the ECSD school mental health counseling program.

- The SPOT program enhancement, Safe Zones, is administered by Pathways and will provide services, supports and advocacy for all youth, with a focus on the LGBTQ population and their families. They will provide community education on diversity, respect, acceptance and bullying prevention. The Coordinator will establish healthy working relationships with community providers and ensure the Elmira City School District has the support and guidance on how to best serve youth identifying as LGBTQ.
- The Youth Advocate Program will provide in-school advocacy supports designed to support students for a successful and positive school presence.
- Lastly, the ECSD is reimbursing up to four (4) CIS Facilitators salary and fringe. Facilitators will assist the Elmira City School District with engaging families in school and community-based services. The goal of the program is to improve outcomes related to attendance, discipline referrals and out of school suspensions. The Elmira City School District will have CIS Facilitator staff represented across the following schools: Fassett, Beecher, Broadway Academy, Parley Coburn, and Ernie Davis Academy.

The Elmira City School District will reimburse the County up to \$522,743 in 2022. If you have any questions, please contact Commissioner Brian Hart at 737-5501. Thank you.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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Resolution authorizing agreement with Family Services of Chemung County on behalf of the Chemung County Departments of Social Services and Mental Hygiene

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**Resolution #:** 22-234  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

---

**Explain action needed or Position requested (justification):**

Prior Resolution No. 21-385 (January 1, 2021 to December 31, 2021)

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ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">Copy of FamSers Budget 2022.pdf</a>	<a href="#">Family Services Budget 2022</a>	<a href="#">Cover Memo</a>	3/28/2022
<a href="#">Family Svs Memo 2022.pdf</a>	<a href="#">Family Services Memo</a>	<a href="#">Cover Memo</a>	3/28/2022

**ATTACHMENT "B"**

**FAMILY SERVICES OF CHEMUNG COUNTY**  
**1019 E. WATER STREET**  
**ELMIRA, NEW YORK 14901**

1/1/22 - 12/31/22

ACCOUNT NUMBER	DEPT	FUNDING SOURCE	FUNDING PROGRAM		PROGRAM	2022			
			CODE	CODE		BUDGET	FEDERAL	STATE	LOCAL
10 6010 0100 50408	DSS				DSS Forensics Screening	\$10,000.00	\$5,000.00	\$2,500.00	\$2,500.00
10 6010 0200 50408	DSS				Choice Program - Adolescent Sex Offender	\$23,188.00	\$7,652.04	\$7,420.16	\$8,115.80
10 6010 0201 50408	DSS				Re-payee	\$69,864.00	\$0.00	\$45,411.60	\$24,452.40
10 4310 4510 50408	MH - CIS				2 Preventive Workers & 1 Bridger	\$157,230.00	\$0.00	\$97,482.60	\$59,747.40
10 4310 4510 50408	MH - CIS				Therapeutic School Based Mental Health (TSBMH) - ECSD ***	\$75,000.00	\$0.00	\$0.00	\$75,000.00
10 4310 4510 50408	MH - FSS				Therapeutic School Based Mental Health (TSBMH) - Elmira Heights & Finn Academy***	\$40,000.00	\$26,000.00	\$0.00	\$14,000.00
10 4310 4310 50408	MH - FSS				Mental Health Counseling Services (CAC)	\$15,000.00	\$15,000.00	\$0.00	\$0.00
10 4310 4310 50408	MH - OMH	Local Assistance	001A	2100	Clinic Treatment (Licensed Program) - AOT Coordination	\$5,499.00	\$0.00	\$5,499.00	\$0.00
10 4310 4310 50408	MH - OMH	Com. Reinvestment	200	1760	Advocacy / Support Services (Non-Licensed Program)	\$271,682.00	\$0.00	\$271,682.00	\$0.00
10 4310 4310 50408	MH - OMH	Trans. Mgmt. Kendra's	170B	1970	Transition Management Services (Non-Licensed Program)	\$15,860.00	\$0.00	\$15,860.00	\$0.00
10 4310 4310 50408	MH - OMH	Local Assistance	001A	2680	Crisis Intervention ** (Non-Licensed Program)	\$11,939.00	\$0.00	\$11,939.00	\$0.00
10 4310 4310 50408	MH - OMH	Community Support Services	014	2680	Crisis Intervention ** (Non-Licensed Program)	\$114,773.00	\$0.00	\$114,773.00	\$0.00
10 4310 4310 50408	MH - OMH	Com. Reinvestment	200	2680	Crisis Intervention ** (Non-Licensed Program)	\$83,418.00	\$0.00	\$83,418.00	\$0.00
10 4310 4310 50408	MH - OMH	Commissioner's Perf.	400	2680	Crisis Intervention ** (Non-Licensed Program)	\$106,989.00	\$0.00	\$106,989.00	\$0.00
10 4310 4310 50408	MH - OMH	C&F Case Management	034K	2720	Non-Medicaid Care Coordination - Forensics (Jail) * (Non-Licensed Program)	\$34,123.00	\$0.00	\$34,123.00	\$0.00
10 4310 4310 50408	MH - OMH	Forensics	039J	2720	Non-Medicaid Care Coordination - Forensics (Jail) * (Non-Licensed Program)	\$35,702.00	\$0.00	\$35,702.00	\$0.00
10 4310 4310 50408	MH - OMH	PROS State Aid	037P	6340	Comprehensive PROS with Clinic (Licensed Program)	\$140,819.00	\$0.00	\$140,819.00	\$0.00
10 4310 4310 50408	MH - OMH	Forensics	039J	2100	Clinic Treatment (Licensed Program) - COPS Transitional Funding *	\$87,623.00	\$0.00	\$87,623.00	\$0.00
10 4310 4310 50408	MH - OMH	MGP Admin Kendra's	170C	0860	LGU Administration - Reinvestment and Medication Grant Program (Non-Licensed Program)	\$4,349.00	\$0.00	\$4,349.00	\$0.00
10 4310 4310 50408	MH - OMH	Health Home	570	2620/2740	Health Home Non-Medicaid Care Management/Service Dollars - Adult (Non-Licensed Program)	\$9,773.00	\$0.00	\$9,773.00	\$0.00
10 4310 4310 50408	MH - OMH	Health Home	571	2620/2741	Health Home Non-Medicaid Care Management/Service Dollars - Adult (Non-Licensed Program)	\$10,588.00	\$0.00	\$10,588.00	\$0.00
10 4310 4310 50408	MH - OMH	Kids Health Home Care Mgmt.	570K	2620/2739	Health Home Non-Medicaid Care Management/Service Dollars - Kids (Non-Licensed Program)	\$36,957.00	\$0.00	\$36,957.00	\$0.00
10 4310 4310 50408	MH - OMH	Kids Health Home Care Mgmt.	570K	2620/2740	Health Home Non-Medicaid Care Management/Service Dollars - Kids (Non-Licensed Program)	\$72,116.00	\$0.00	\$72,116.00	\$0.00
<b>TOTAL</b>						<b>\$1,432,492.00</b>	<b>\$53,652.04</b>	<b>\$1,195,024.36</b>	<b>\$183,815.60</b>

Notes:

\*Forensics (Jail) and COPS Transitional funding to be used for the Forensic Program

\*\* Includes Crisis Coordinator position

\*\*\*Local Share Reimbursed by the School

Shading indicates OMH State Aid

\$1,042,211.00





**CHEMUNG COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
AND MENTAL HYGIENE**

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BRIAN HART, LCSW-R  
COMMISSIONER

CHRISTINE O'HERRON  
DEPUTY COMMISSIONER

**TO:** Christopher J. Moss, County Executive / Steve Hoover, Budget Director / County Legislature

**CC:** Brian Hart, Commissioner of Human Services / Noelle Gross, Director of Administrative Services / Mindy Banfield, Director of Children and Family Services / Christy Harmer, Children's Integrated Services Coordinator / Colleen Hetrick, Supervisor of Fiscal Services

**FROM:** Christine O'Herron, Deputy Commissioner of Human Services

**DATE:** February 25, 2022

**SUBJECT:** **2022 FAMILY SERVICES OF CHEMUNG COUNTY AGREEMENT**

The purpose of this correspondence is to request Legislative authorization to renew the Family Services of Chemung County, Inc. contract on behalf of the Chemung County Departments of Social Services, Mental Hygiene, and Children's Integrated Services.

The Family Services budget is requested not to exceed \$1,432,620 in 2022. This is an overall increase of \$10,682, as compared to 2021. For additional information on each Family Services program, please see below.

If you have any questions, please contact Commissioner Brian Hart at 737-5501. Thank you.

## **FAMILY SERVICES 2022 CONTRACT REQUEST**

### **Department of Social Services**

**Forensics Screening** - Forensics activities are aimed at linking the consumer to the service system and at coordinating the various services in order to achieve a successful outcome. The objective of care coordination in mental health system is continuity of care and service.

**Adolescent Sex Offender Program** – Mandated Service - The Family Services of Chemung County, Inc. (FSCC) Mental Health Clinic's Sexual Abuse Therapy Program (SATP) will provide the Adolescent Sex Offender Program through outpatient community-based therapeutic intervention. The program assists the adolescents to control and reduce the risk of their deviant sexual behavior as well as develops and demonstrates pro-social interpersonal skills. The program's therapeutic interventions include individual, group, and family therapies, education, and coordination and cooperation among all involved persons and agencies.

Outpatient therapy can only be effective when all parties recognize the serious risk that the adolescent sex offender presents to the community and are willing to work together to provide supervision and monitoring of the client. Specialized assessment and therapy services must be utilized as traditional therapy modalities typically fail to focus on treating the client whose participation is not voluntary and whose risk behaviors are obsessive and addictive.

**Representative payee** – Mandated Service - Family Services acts as the receiver of United States Social Security Disability or Supplemental Security Income for mental health clients who are not fully capable of managing their own benefits. The Representative payee program has three case managers that assist clients with out-patient mental health services manage their money, and provide protection from financial abuse and victimization.

### **Mental Health Children's Integrated Services**

**Children's Integrated Services (CIS) Positions** - The Coordinated Care Services, Inc. (CCSI) Bridger (1) and CCSI Facilitators (2) are supervised directly by county personnel and funded with preventive dollars.

- **CCSI Bridger** – The Bridger position assists families with children between the ages of 0 and 18 years successfully transition to a more independent, community based living. Services include support, advocacy, linkages, diligent follow up and reengagement.
- **CCSI Facilitator** – The Facilitator position assists families with children between the ages of 0 and 18 years that are experiencing significant behavior issues and/or an emotional disturbance in wrapping services and supports around the child and family to maintain the child in the home, school and community. The Facilitator role will also be responsible for Safe Harbour oversight and programming.

### **Mental Health Non-OMH**

**Therapeutic School Based Mental Health (TSBMH)** - TSBMH is clinical staff provided by Family Services to provide any necessary ancillary staffing appropriate for the provision of Individual Education Plan (IEP) counseling and of site school-based counseling for children in the Elmira City School District (ECSD), Elmira Heights School District, and Finn Academy who meet the following criteria:

- Not be a student receiving services in a 8:1:1 classroom
- Have counseling approved by the Committee on Special Education
- Referred according to the school mental health counseling process

**Mental Health Counseling Services (CAC)** - Mental Health Counseling Services provides immediate crisis intervention and mental health services for victims and non-offending family members or siblings of physical or sexual abuse, serious domestic violence, and child fatality cases. The Therapist will assist in working through the crisis, assess the need for mental health services, and provide appropriate mental health services and/or referral recommendations for additional mental health services as needed.

### **Mental Health OMH**

**Mental Health Clinic** – The Mental Health Clinic Program is a full service comprehensive out-patient program meeting all State requirements and regulations, offering assessment, brief and ongoing therapy, consultation, and education and training. Services are available to anyone in the community, including children, adolescents and adults.

**Southern Tier Integrated Recovery Services (STIRS) – PROS** – Family Services and Capabilities operate Southern Tier Integrated Recovery Services (STIRS), a Personalized Recovery Oriented Services (PROS) Program assisting individuals with functional mental health-related disabilities to successfully identify, pursue, and achieve their life goals at home, work, school, and in the community. STIRS will encompass the fundamental components of recovery, including individualized, person-centered, and strength-based services offered within a holistic, growth-oriented, peer supported framework, promoting consumer self-[direction, empowerment, and responsibility, based upon respect and hope.

**AOT Coordinator** – Assisted Outpatient Treatment (AOT) Coordinators are responsible assessments of potential AOT candidates as well as monitoring and overseeing assisted outpatient treatment (AOT) programs.

**Advocacy/Support Services** – Advocacy/support services may be individual advocacy or systems advocacy or a combination of both. Individual advocacy assists consumers in protecting and promoting their rights, resolving complaints and grievances, and accessing services and supports of their choice. Systems advocacy represent the concerns of a class of consumers by identifying patterns of problems and complaints and working with program or system administrators to resolve or eliminate these problems on a systemic, rather than individual basis.

**Health Home Care Management** – Health Home Care Management promotes optimal health and wellness for adults diagnosed with; serious mental illness, HIV/AIDS & the risk of developing another chronic conditions including substance use disorder, asthma, diabetes, heart disease or a they have a body mass index (BMI) greater than 25. Care management is also available for children and youth who have two chronic conditions, including HIV/AIDS, complex trauma, or serious emotional disturbance. Wellness and recovery goals are attained by implementing a person-centered approach to service delivery and ensuring linkages to and coordination of essential community resources. Case Managers work in partnership with recipients to advance the process of individuals gaining control over their lives and expanding opportunities for engagement in their communities.

**Transition Management (TM)** – Transition Management Services (discharge planning) programs provide support for improved community service linkages and timely filing of Medicaid applications for seriously and persistently mentally ill (SPMI) consumers being released from local correctional facilities. The TM focus will be in obtaining post-release services for these consumers.

**Crisis Intervention** – Crisis intervention services as a 24/7 365 day a year service applicable to adults, children and adolescents intended to reduce acute symptoms and restore individuals to a more stabilized level of functioning.

**Forensics**– Forensics activities are aimed at linking the consumer to the service system and at coordinating the various services in order to achieve a successful outcome. The objective of care coordination in mental health system is continuity of care and service.

**Medication Grant Program** – The medication grant program provides medications and other services need to prescribe and administer medication for individuals with a mental illness who leaves the local jails, state prisons or hospitals and have applied for Medicaid.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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Resolution authorizing acceptance of Pandemic Emergency Assistance Program funds from the New York State Office of Temporary and Disability Assistance on behalf of the Chemung County Department of Social Services

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**Resolution #:** 22-235  
**Slip Type:** GRANT  
**SEQRA status**  
**State Mandated** False

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**Explain action needed or Position requested (justification):**

No prior resolution. Grant award available in 2022. There is no agreement associated.

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ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">PEAF Funding Memo 2022.pdf</a>	<a href="#">PEAF Funding Memo</a>	<a href="#">Cover Memo</a>	3/28/2022



**CHEMUNG COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
AND MENTAL HYGIENE**

**HUMAN RESOURCE CENTER  
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FAX: (607) 737-5500

BRIAN HART, LCSW-R  
COMMISSIONER

CHRISTINE O'HERRON  
DEPUTY COMMISSIONER

**TO:** Christopher J. Moss, County Executive / Steve Hoover, Budget Director / County Legislature

**CC:** Brian Hart, Commissioner of Human Services / Noelle Gross, Director of Administrative Services / Jacqueline Canute, Director of Economic Security

**FROM:** Christine O'Herron, Deputy Commissioner of Human Services

**DATE:** March 1, 2022

**RE: Pandemic Emergency Assistance Program (PEAF) Funds**

On behalf of the Department of Social Services, please consider this correspondence as our request to accept Pandemic Emergency Assistance Program (PEAF) funds from the NYS Office of Temporary and Disability Assistance.

Per Local Commissioner's Memorandum 22-LCM-01, Chemung County will receive up to \$261,020 in 100% Federal Pandemic Emergency Assistance Program funds in 2022. The LDSS will contract with Catholic Charities for distribution to families requiring financial assistance for the cost of diapers for children under the age of three, and for multi-generational food payments in which households with adults over 55 years of age are eligible to purchase additional food to improve their economic security and well-being.

If you have any questions, please contact Commissioner Brian Hart at 737-5501. Thank you.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution authorizing agreement with Catholic Charities, Inc. on behalf of the Chemung County Departments of Social Services and Mental Hygiene

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**Resolution #:** 22-236  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

---

**Explain action needed or Position requested (justification):**

Prior resolution No. 21-134 (01/01/21-12/31/21)

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**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">Copy of Catholic Charities Budget 2022.xls</a>	<a href="#">Catholic Charities Budget</a>	<a href="#">Cover Memo</a>	4/1/2022
<a href="#">Catholic Charities Memo 2022.doc</a>	<a href="#">Catholic Charities Memo</a>	<a href="#">Cover Memo</a>	4/1/2022

## ATTACHMENT "B"

## SCHEDULE IV

CATHOLIC CHARITIES, INC.  
215 EAST CHURCH STREET  
ELMIRA, NEW YORK 14901

1/1/2022-12/31/2022

ACCOUNT NO.	PROGRAM	BUDGET	FEDERAL	STATE	LOCAL
<b>DSS</b>					
10-6010-0100-50408	Samaritan Center	\$35,459.00	\$17,729.50	\$8,864.75	\$8,864.75
10-6010-0100-50408	Food Bank	\$30,000.00	\$15,000.00	\$7,500.00	\$7,500.00
10-6010-0100-50408	Second Place East	\$261,933.00	\$130,966.50	\$65,483.25	\$65,483.25
10-6010-0100-50408	Homelessness During Inclement Winter Weather**	\$174,087.00	\$0.00	\$174,087.00	\$0.00
10-6010-0100-50408	Pandemic Emergency Assistance Funds (PEAF)	\$261,020.00	\$261,020.00	\$0.00	\$0.00
10-6010-0100-50408	Rental Supplement Program	\$290,178.00	\$0.00	\$290,178.00	\$0.00
10-6010-0201-50408	Representative Payee Services	\$37,960.00	\$0.00	\$24,674.00	\$13,286.00
	<b>TOTAL DSS</b>	<b>\$1,090,637.00</b>	\$424,716.00	\$570,787.00	\$95,134.00
<b>MH</b>					
10-4310-4310-50408-4322	Drop In Center	\$3,287.00	\$0.00	\$3,287.00	\$0.00
10-4310-4310-50408-4322	Supported Housing Community Services	\$408,502.00	\$0.00	\$408,502.00	\$0.00
10-4310-4310-50408-4322	Transition Management Services	\$29,516.00	\$0.00	\$29,516.00	\$0.00
	<b>TOTAL MH</b>	<b>\$441,305.00</b>	\$0.00	\$441,305.00	\$0.00
<b>TOTAL DSS &amp; MH</b>		<b><u>\$1,531,942.00</u></b>	<b><u>\$424,716.00</u></b>	<b><u>\$1,012,092.00</u></b>	<b><u>\$95,134.00</u></b>

Homelessness During Inclement Winter Weather\*\* - October 1, 2021 to September 30, 2022





CHEMUNG COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
AND MENTAL HYGIENE

HUMAN RESOURCE CENTER  
425-447 PENNSYLVANIA AVE.

P.O. BOX 588  
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PHONE NO: (607) 737-5405  
FAX: (607) 737-5500

BRIAN HART, LCSW-R  
COMMISSIONER

CHRISTINE O'HERRON  
DEPUTY COMMISSIONER

**TO:** Christopher J. Moss, County Executive / Steve Hoover, Budget Director / County Legislature

**CC:** Brian Hart, Commissioner of Human Services / Noelle Gross, Director of Administrative Services / Jacqueline Canute, Director of Economic Security / Mindy Banfield, Director of Children and Family Services

**FROM:** Christine O'Herron, Deputy Commissioner of Human Services

**DATE:** March 30, 2022

**RE: 2022 Catholic Charities, Inc Agreement**

On behalf of the Departments of Social Services and Mental Hygiene, please consider this correspondence as our request to renew the Catholic Charities, Inc contract in 2022.

The Department of Social Services funds the following Catholic Charities programs:

- **The Samaritan Center program is requested to remain \$35,459 in 2022.** The Samaritan Center assists with food pantry services to those in need who are working and cannot access the pantry during normal hours of operation. Further, the Samaritan Center assists with prescriptions and other related health care services through collaboration with St. Joseph's Hospital. The Samaritan Center also assists with clothing and special needs assistance, i.e., bus tickets.
- **The Food Bank budget is requested to remain \$30,000 in 2022.** Catholic Charities will maintain the Food Bank of the Southern Tier and will distribute food, while providing community education and outreach services through 135 food pantries, soup kitchens and feeding programs in eight counties.
- **The Second Place East program is requested to remain \$261,933 in 2022.** The Second Place East Program provides shelter, emergency services, and support services to all individuals who are homeless or at risk of being homeless. Programmatic expenses may also include extermination costs, NYS compliance costs, transportation costs, and meal allowances. The additional funding will support the following areas:
- **The Homelessness During Inclement Winter Weather program is requested to not exceed \$174,087 in state funds in 2022.** NYS OTDA set forth an Executive Order #151 to all counties stating the shelter must be open and in operation anytime it is inclement weather, meaning 32 degrees or colder outside.

- **Per 21-LCM-24, NYS OTDA allocated \$290,178 in 100% State funded Rental Supplement Program funds.** Rental Supplement Program funds are for individuals or families, both with and without children, who are experiencing homelessness or are facing an imminent loss of housing, and who meet the eligibility requirements of this funding.
- **Per 22-LCM-01, NYS OTDA issued Federal Pandemic Emergency Assistance Program funds in the amount of \$261,020.** Funds will be distributed to families requiring financial assistance for the cost of diapers for children under the age of three, and for multi-generational food payments in which households with adults over 55 years of age are eligible to purchase additional food to improve their economic security and well-being.
- **The Representative Payee Program budget is requested to remain \$37,960 in 2022.** The Representative Payee program will continue to support consumers' financial resources, and promote their independent management of their benefits to the greatest extent possible. Representative Payee Services will include receipt and disbursement of a consumer's monthly income, prioritized for the consumer's basic needs related to shelter, food, clothing, medical expenses, and a minimum need allowance.

The Department of Mental Hygiene fund the remaining programs, as follows;

**Per the NYS Office of Mental Hygiene, Catholic Charities will receive state funding in the amount of \$441,305 in 2022 for the following services;**

- **Supported Housing:** These services are to ensure that individuals who are seriously and persistently mentally ill (SPMI) exercise their right to choose where they are going to live through residential services which are intended to locate and secure decent affordable extended care/ permanent housing in the community. There are various levels of housing including a community residence, supported and supportive housing with a priority given to individuals as follows; individuals with a court ordered AOT, State-operated psychiatric centers, State-operated residential programs (congregate treatment or congregate support facilities), Article 28 inpatient hospital units, Streets or homeless shelters, adult homes, and children's Residential Treatment Facilities (RTF).
- **Supported Housing Community Services/MICA:** This housing is a Scattered-site Housing Program for homeless, mentally ill/MICA individuals ages 18 and older.
- **Transition Management Services:** Chemung County residents are frequently hospitalized in psychiatric facilities for a period that is longer than necessary. Inpatient units often attribute this to difficulties in connecting their patients with the necessary outpatient follow-up and social services. activities will include, but not be limited to, assisting eligible clients with obtaining; Social Security eligibility, Public Assistance Eligibility, residential solutions, Medicaid eligibility, welfare employment exemptions (when recommended by inpatient treatment team), and veterans' benefits.

If you have any questions, please contact Commissioner Brian Hart at 737-5501. Thank you.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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Resolution authorizing various agreements for Coroner Services on behalf of the Chemung County Health Department (Coroner's Program)

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**Resolution #:** 22-237  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

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**Explain action needed or Position requested (justification):**

Request resolution authorizing various agreements for the Chemung County Coroners Program on behalf of the Chemung County Health Dept. Chemung County is required by County Law Article 17a, Section 673, to have a Coroner's Program which is managed by the Chemung County Health Dept.

Prior Resolution 21-252

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**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">Copy of 2022 COR Resolution Info.xlsx</a>	<a href="#">2022 Coroner Resolution</a>	<a href="#">Cover Memo</a>	4/1/2022
<a href="#">2022 Coroners Budget.pdf</a>	<a href="#">2022 Coroners Budget</a>	<a href="#">Cover Memo</a>	4/1/2022

Chemung Cou
Vendor
COR - Arnot Health
COR - Banfield, Craig
COR - Corbalan, F MD
COR - Funeral Directors & Ambulance Services <i>*Resolution Only</i>
COR - Huddle, Robert
COR - Lourdes Hospital <i>*Resolution Only</i>
COR - McKane, Douglas
COR - National Medical Services
COR - Schenone, Roger
COR - Twin Tier Pathology

**County Coroners Program**

<b>Services</b>	<b>Budget</b>	<b>Approved by County Attorney</b>
Program support & morgue use.	\$ 18,000.00	3/24/2022
Coroner Investigator	\$ 60,000.00	3/24/2022
Physician Coroner	\$ 17,500.00	3/24/2022
Coroners Transports	\$ 60,000.00	3/24/2022
Physician Coroner	\$ 17,500.00	3/24/2022
Autopsy Testing Fees	\$ 36,000.00	3/24/2022
Physician Coroner	\$ 17,500.00	3/24/2022
Autopsy Testing Fees	\$ 19,800.00	3/24/2022
Physician Coroner	\$ 17,500.00	3/24/2022
Autopsy Testing Fees	\$ 78,000.00	3/24/2022



# Budget Worksheet Report

Budget Year 2022

Account Account Description 2022  
Recommended

FUND 10 - (A) GENERAL FUND

## EXPENSE

DEPARTMENT 4010 - PUBLIC HEALTH

SUB DEPARTMENT 4013 - HLTH/MEDICAL EXAMINER

CONTRACTUAL & MISCELLANEOUS EXPENDITURES

50403 SUPPLIES 2,500.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Disaster Pouches	1.0000	2,000.00	2,000.00
Recommended	Miscellaneous Program Supplies (Toe Tags, Investigator kits,etc.)	1.0000	500.00	500.00
Recommended Totals				\$2,500.00

50408 CONTRACTS 148,000.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Arnot Health Program Support & Local Morgue Use	1.0000	18,000.00	18,000.00
Recommended	Coroners Investigators	1.0000	60,000.00	60,000.00
Recommended	Dr.Corbala Physician Coroner	1.0000	17,500.00	17,500.00
Recommended	Dr.Huddle Physician Coroner	1.0000	17,500.00	17,500.00
Recommended	Dr.McKane Physician Coroner	1.0000	17,500.00	17,500.00
Recommended	Dr.Schenone Physician Coroner	1.0000	17,500.00	17,500.00
Recommended Totals				\$148,000.00

50438 AUTOPSIES 133,800.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Lourdes Hospital Morgue Contract	12.0000	3,000.00	36,000.00
Recommended	NMS Lab Testing Contract	12.0000	1,650.00	19,800.00
Recommended	Twin Tier Pathology Autopsy Contract	12.0000	6,500.00	78,000.00
Recommended Totals				\$133,800.00

50439 AMBULANCE SERVICES 60,000.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Ambulance Service Local Travel	1.0000	40,000.00	40,000.00
Recommended	Transportation Service To Funeral Home	1.0000	20,000.00	20,000.00
Recommended Totals				\$60,000.00

CONTRACTUAL & MISCELLANEOUS EXPENDITURES Totals \$344,300.00

SUB DEPARTMENT 4013 - HLTH/MEDICAL  
EXAMINER Totals \$344,300.00



# Budget Worksheet Report

Budget Year 2022

Account	Account Description	2022 Recommended
FUND 10 - (A) GENERAL FUND		
EXPENSE		
DEPARTMENT 4010 - PUBLIC HEALTH	Totals	\$344,300.00
	EXPENSE TOTALS	\$344,300.00
FUND 10 - (A) GENERAL FUND	Totals	
	EXPENSE TOTALS	\$344,300.00
FUND 10 - (A) GENERAL FUND	Totals	(\$344,300.00)
	Net Grand Totals	
	REVENUE GRAND TOTALS	\$0.00
	EXPENSE GRAND TOTALS	\$344,300.00
	Net Grand Totals	(\$344,300.00)



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution authorizing various Service Provider Agreements on behalf of the Chemung County Health Department (Home Health Agency)

**Resolution #:** 22-238  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

### Explain action needed or Position requested (justification):

Request resolution authorizing various service provider agreements on behalf of the Chemung County Health Dept. (Home Health Agency). The Certified Home Health Agency (CHHA) of the Health Dept. provides clinical services at patients' homes throughout Chemung County. The CHHA has conducted an average of 27,932 home visits every year between 2013 and 2021. Also during that timeframe, an average of 3.8 million dollars have been billed annually for services provided. Ninety percent of the funding for this program comes from Federal, State and insurance company sources and 10% is local share.

Prior Resolution 21-374

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">Copy_of_2022_HHA_Resolution_Info.xlsx</a>	<a href="#">2022 HHA Resolution Info</a>	<a href="#">Cover Memo</a>	4/1/2022
<a href="#">2022 Home Health Budget.pdf</a>	<a href="#">2022 Home Health Budget</a>	<a href="#">Cover Memo</a>	4/1/2022



**Chemung County Home Health Agency**

<b>Vendor</b>	<b>Services</b>
HHA - Aronstam, Courtney SLP	Therapy Services
HHA - McMail-Jerzak LMSW	Therapy Services
HHA - Family Services	Aide Services
HHA - Holland, Mary K SLP	Therapy Services
HHA - Homemakers of WNY (Caregivers)	Aide Services
HHA - Staffkings <i>*as needed</i>	Aide Services
HHA - Synergy Physical Therapy	Therapy Services
HHA - Netsmart	Electronic Health Record System
HHA - Press Ganey Associates <i>*formerly DSS LP</i>	HHA CAHPS Survey
HHA - iMark	Home Health Billing

Budget	Approved by County Attorney
\$ 20,000.00	3/24/2022
\$ 10,000.00	3/24/2022
\$ 35,000.00	3/24/2022
\$ 15,000.00	3/24/2022
\$ 15,000.00	3/24/2022
N/A	3/24/2022
\$ 550,000.00	3/24/2022
\$ 75,000.00	3/24/2022
\$ 1,500.00	3/24/2022
\$ 65,000.00	3/24/2022



# Budget Worksheet Report

Budget Year 2022

Account Account Description 2022  
Recommended

FUND 10 - (A) GENERAL FUND

## EXPENSE

DEPARTMENT 4010 - PUBLIC HEALTH

SUB DEPARTMENT 4020 - HLTH/HOME HEALTH AGENCY

### EQUIPMENT

50202 EQUIP OVER \$999.99 22,000.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Home Health Tablets -Per IT	20.0000	1,100.00	22,000.00
		Recommended Totals		\$22,000.00

EQUIPMENT Totals \$22,000.00

### CONTRACTUAL & MISCELLANEOUS EXPENDITURES

50401 PRINTING 1,000.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Forms and Patient Information Pamphlets	1.0000	1,000.00	1,000.00
		Recommended Totals		\$1,000.00

50402 TELEPHONE 4,340.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Local/Long Distance Calling Voice	12.0000	170.00	2,040.00
Recommended	VOIP Systems Support Voice	4.0000	575.00	2,300.00
		Recommended Totals		\$4,340.00

50402.110 TELEPHONE/DATA COMMUNIC 16,860.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Ability Network Inc. CMS Remittance	12.0000	105.00	1,260.00
Recommended	Verizon Wireless Internet Access	12.0000	1,300.00	15,600.00
		Recommended Totals		\$16,860.00

50402.16 TELEPHONE/CELLULAR 15,000.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Cellphone Stipends	25.0000	600.00	15,000.00
		Recommended Totals		\$15,000.00



# Budget Worksheet Report

Budget Year 2022

Account      Account Description      2022  
Recommended

FUND 10 - (A) GENERAL FUND

EXPENSE

DEPARTMENT 4010 - PUBLIC HEALTH

SUB DEPARTMENT 4020 - HLTH/HOME HEALTH AGENCY

CONTRACTUAL & MISCELLANEOUS EXPENDITURES

50402.17 TELEPHONE/PAGER & BEEPER 3,000.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Total Recall Messaging Paging Service	12.0000	250.00	3,000.00
		Recommended Totals		\$3,000.00

50402.505 NETWORK 1,500.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Harris, Mackessy & Brennan Fax Over IP	1.0000	1,500.00	1,500.00
		Recommended Totals		\$1,500.00

50403 SUPPLIES 5,000.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Home Health Supplies	1.0000	5,000.00	5,000.00
		Recommended Totals		\$5,000.00

50404 TRAVEL EMPLOYEE 52,875.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Automobile Insurance Stipend	25.0000	195.00	4,875.00
Recommended	Home Visit Mileage	12.0000	4,000.00	48,000.00
		Recommended Totals		\$52,875.00

50407 POSTAGE 500.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Postage and Business Reply Mail	1.0000	500.00	500.00
		Recommended Totals		\$500.00

50408 CONTRACTS 791,500.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Caregivers Contract	1.0000	15,000.00	15,000.00
Recommended	Courtney Aronstam LSLP Contract	1.0000	20,000.00	20,000.00



# Budget Worksheet Report

Budget Year 2022

Account Account Description 2022  
Recommended

FUND 10 - (A) GENERAL FUND

## EXPENSE

DEPARTMENT 4010 - PUBLIC HEALTH

SUB DEPARTMENT 4020 - HLTH/HOME HEALTH AGENCY

CONTRACTUAL & MISCELLANEOUS EXPENDITURES

Recommended	Decision Support Systemns LP Contract	1.0000	1,500.00	1,500.00
Recommended	Family Services Contract	1.0000	35,000.00	35,000.00
Recommended	iMark	1.0000	65,000.00	65,000.00
Recommended	Mary Holland LSLP Contract	1.0000	15,000.00	15,000.00
Recommended	Stacie Jerzak LMSW Contract	1.0000	10,000.00	10,000.00
Recommended	Synergy PT OT Contract	1.0000	550,000.00	550,000.00
Recommended	Tammie S. Burlew OTR Contract	1.0000	80,000.00	80,000.00
Recommended Totals				\$791,500.00

50410 EDUCATION EMPLOYEE 15,000.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Employee Education	1.0000	15,000.00	15,000.00
Recommended Totals				\$15,000.00

50412 BOOKS, MAGAZINES, PUBLIC 1,980.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Reference and Compliance Guides	1.0000	1,500.00	1,500.00
Recommended	WestLaw	12.0000	40.00	480.00
Recommended Totals				\$1,980.00

50415 COMPUTER SUPPLIES 3,940.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Surface Pro 7 Cases	20.0000	47.00	940.00
Recommended	Surface Pro 7 Chargers	20.0000	20.00	400.00
Recommended	Surface Pro 7 Keyboards	20.0000	130.00	2,600.00
Recommended Totals				\$3,940.00

50417 UNIFORMS, CLOTHING, SHOES 5,505.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Licensed Practical Nurses	3.0000	185.00	555.00
Recommended	Registered Nurses	18.0000	275.00	4,950.00
Recommended Totals				\$5,505.00



# Budget Worksheet Report

Budget Year 2022

Account Account Description 2022  
Recommended

FUND 10 - (A) GENERAL FUND

EXPENSE

DEPARTMENT 4010 - PUBLIC HEALTH

SUB DEPARTMENT 4020 - HLTH/HOME HEALTH AGENCY

CONTRACTUAL & MISCELLANEOUS EXPENDITURES

50419 INSURANCE, LIABILITY 10,000.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Professional Liability Insurance	1.0000	10,000.00	10,000.00
Recommended Totals				\$10,000.00

50421 MEMBERSHIP DUES 1,400.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Home Care Association Membership	1.0000	1,400.00	1,400.00
Recommended Totals				\$1,400.00

50422 ADVERTISING 1,000.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Employment Advertising	1.0000	1,000.00	1,000.00
Recommended Totals				\$1,000.00

50433 LEGAL & ACCOUNTING 15,000.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	FreedMaxxick Medicare and Medicaid Cost Report Preparation	1.0000	15,000.00	15,000.00
Recommended Totals				\$15,000.00

50434.72 MEDICAL/PHYSICALS 938.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Employee Physicals For New Hires	5.0000	187.50	937.50
Recommended Totals				\$937.50

50434.75 MEDICAL/OTHER 35,000.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Patient Related Medical Supplies	1.0000	35,000.00	35,000.00
Recommended Totals				\$35,000.00



# Budget Worksheet Report

Budget Year 2022

Account Account Description 2022  
Recommended

FUND 10 - (A) GENERAL FUND

EXPENSE

DEPARTMENT 4010 - PUBLIC HEALTH

SUB DEPARTMENT 4020 - HLTH/HOME HEALTH AGENCY

CONTRACTUAL & MISCELLANEOUS EXPENDITURES

50486 CSH RECPTS ASSESS & OTHER 13,200.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	New York State Monthly Cash Receipt Assessment	12.0000	1,100.00	13,200.00
Recommended Totals				\$13,200.00

50507 SOFTWARE LICENSES 80,640.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	CKS Productions PPS Plus Software	12.0000	470.00	5,640.00
Recommended	Netsmart Software	1.0000	75,000.00	75,000.00
Recommended Totals				\$80,640.00

50508.01 IT SOFTWARE MAINTENANCE 2,500.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Netmotion-Mobility Software Maintenance	1.0000	2,500.00	2,500.00
Recommended Totals				\$2,500.00

CONTRACTUAL & MISCELLANEOUS EXPENDITURES Totals \$1,077,678.00

SUB DEPARTMENT 4020 - HLTH/HOME HEALTH AGENCY Totals \$1,099,678.00

DEPARTMENT 4010 - PUBLIC HEALTH Totals \$1,099,678.00

EXPENSE TOTALS \$1,099,678.00

FUND 10 - (A) GENERAL FUND Totals

EXPENSE TOTALS \$1,099,678.00

FUND 10 - (A) GENERAL FUND Totals (\$1,099,678.00)

Net Grand Totals

REVENUE GRAND TOTALS \$0.00

EXPENSE GRAND TOTALS \$1,099,678.00

Net Grand Totals (\$1,099,678.00)



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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Resolution authorizing agreements for various Public Health Programs on behalf of the Chemung County Health Department

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**Resolution #:** 22-239  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

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**Explain action needed or Position requested (justification):**

Requesting resolution authorizing agreements for various Public Health Programs on behalf of the Chemung County Health Dept. In order to provide public health services to the community, the Chemung County Health Dept. required additional contracted service providers for Public Health Programs.

Prior Resolution 21-375

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**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">Copy of 2022 PH Resolution Info.xlsx</a>	<a href="#">2022 PH Resolution Info</a>	<a href="#">Cover Memo</a>	4/1/2022
<a href="#">2022 Public Health Budget.pdf</a>	<a href="#">2022 Public Health Budget</a>	<a href="#">Cover Memo</a>	4/1/2022



Chemung Co
Vendor
PH - Broome County <i>*Revenue</i>
PH - Fagan Engineers
PH - Hunt Engineers
PH - Institute For Human Development <i>*As needed</i>
PH - Lenhardt, Terence MD
PH - S2AY Rural Health Network
PH - Schuyler County STD/HIV <i>*Revenue</i>
PH - Microbac Labs, ALS Group & Various providers <i>*Resolution Only</i>
PH - Stericycle

**County Public Health**

<b>Services</b>	<b>Budget</b>	<b>Approved by County Attorney</b>
Cancer Services	N/A	3/24/2022
Enironmental Engineering Services	\$ 6,000.00	3/24/2022
Enironmental Engineering Services	\$ 6,000.00	3/24/2022
Emergency Preparedness Services	N/A	3/24/2022
Medical Director	\$ 17,500.00	3/24/2022
Emergency Preparedness Services	\$ 18,225.00	3/24/2022
STD/HIV Services	N/A	3/24/2022
Water Testing Services	\$ 2,000.00	3/24/2022
Hazerdous Water Services	\$ 1,500.00	3/24/2022



# Budget Worksheet Report

Budget Year 2022

Account Account Description 2022  
Recommended

FUND 10 - (A) GENERAL FUND

## EXPENSE

DEPARTMENT 4010 - PUBLIC HEALTH

SUB DEPARTMENT 4010 - HLTH/PUBLIC HEALTH

## EQUIPMENT

50200 EQUIP \$200 TO \$999.99 12,795.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Laptops -Per IT	8.0000	600.00	4,800.00
Recommended	PC Replacements -Per IT	13.0000	615.00	7,995.00
Recommended Totals				\$12,795.00

EQUIPMENT Totals \$12,795.00

## CONTRACTUAL & MISCELLANEOUS EXPENDITURES

50402 TELEPHONE 13,860.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Fax Line - Admin	12.0000	445.00	5,340.00
Recommended	Fax Line - EHS	12.0000	35.00	420.00
Recommended	Fax Line -VR AT&T	12.0000	35.00	420.00
Recommended	Local/Long Distance Calling - Admin	12.0000	100.00	1,200.00
Recommended	Local/Long Distance Calling - PHN	12.0000	75.00	900.00
Recommended	Local/Long Distance Calling Voice - EHS	12.0000	80.00	960.00
Recommended	Local/Long Distance Calling Voice - PHP	12.0000	15.00	180.00
Recommended	Local/Long Distance Calling Voice - VR	12.0000	25.00	300.00
Recommended	VOIP System Support Voice - Admin	4.0000	335.00	1,340.00
Recommended	VOIP System Support Voice - EHS	4.0000	260.00	1,040.00
Recommended	VOIP System Support Voice - PHN	4.0000	240.00	960.00
Recommended	VOIP System Support Voice - PHP	4.0000	50.00	200.00
Recommended	VOIP System Support Voice - VR	4.0000	75.00	300.00
Recommended	VOIP Systems Support Voice - HD	4.0000	75.00	300.00
Recommended Totals				\$13,860.00

50402.110 TELEPHONE/DATA COMMUNIC 3,360.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Verizon Wireless Internet Access - EHS	12.0000	40.00	480.00
Recommended	Verizon Wireless Internet Access - PHN	12.0000	80.00	960.00
Recommended	Verizon Wireless Internet Access -PHP	12.0000	160.00	1,920.00
Recommended Totals				\$3,360.00



# Budget Worksheet Report

Budget Year 2022

Account Account Description 2022  
Recommended

FUND 10 - (A) GENERAL FUND

## EXPENSE

DEPARTMENT 4010 - PUBLIC HEALTH

SUB DEPARTMENT 4010 - HLTH/PUBLIC HEALTH

CONTRACTUAL & MISCELLANEOUS EXPENDITURES

50402.16 TELEPHONE/CELLULAR 4,200.00

### Budget Transactions

Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Cellphone Stipends - Admin (2)	12.0000	80.00	960.00
Recommended	Cellphone Stipends - PHN (3)	12.0000	150.00	1,800.00
Recommended	Verizon Cellphone Charges - PHP	12.0000	120.00	1,440.00
Recommended Totals				\$4,200.00

50402.17 TELEPHONE/PAGER & BEEPER 4,800.00

### Budget Transactions

Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Total Recall Messaging Service -PH	12.0000	400.00	4,800.00
Recommended Totals				\$4,800.00

50402.505 NETWORK 7,700.00

### Budget Transactions

Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Cisco-Phone System Network	4.0000	1,925.00	7,700.00
Recommended Totals				\$7,700.00

50403 SUPPLIES 12,500.00

### Budget Transactions

Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Cancer Awareness Months Supplies -CSP	1.0000	1,000.00	1,000.00
Recommended	COVID Supplies	1.0000	2,500.00	2,500.00
Recommended	Health Department Office Supplies	1.0000	5,000.00	5,000.00
Recommended	Office Supplies - PHP	1.0000	1,500.00	1,500.00
Recommended	Outreach Incentives -CSP	1.0000	2,000.00	2,000.00
Recommended	Participant Incentives - ATUPA	1.0000	500.00	500.00
Recommended Totals				\$12,500.00

50404 TRAVEL EMPLOYEE 22,320.00

### Budget Transactions

Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Auto Insurance Reimbursement	16.0000	195.00	3,120.00
Recommended	COVID-19 Home Visit Mileage	1.0000	2,000.00	2,000.00



# Budget Worksheet Report

Budget Year 2022

Account      Account Description      2022  
Recommended

FUND 10 - (A) GENERAL FUND

## EXPENSE

DEPARTMENT 4010 - PUBLIC HEALTH

SUB DEPARTMENT 4010 - HLTH/PUBLIC HEALTH

CONTRACTUAL & MISCELLANEOUS EXPENDITURES

Recommended	Lead Certification Travel	1.0000	200.00	200.00
Recommended	Local Travel -EHS	1.0000	10,000.00	10,000.00
Recommended	Local Travel -PHN	1.0000	1,000.00	1,000.00
Recommended	Meetings/Conferences/Trainings -Admin	1.0000	2,000.00	2,000.00
Recommended	Meetings/Conferences/Trainings -EHS	1.0000	2,000.00	2,000.00
Recommended	Meetings/Conferences/Trainings -PHN	1.0000	1,000.00	1,000.00
Recommended	Meetings/Conferences/Trainings -PHP	1.0000	1,000.00	1,000.00
Recommended Totals				\$22,320.00

50405 TRAVEL NON EMPLOYEE 500.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Public Health Meetings & Events	1.0000	500.00	500.00
Recommended Totals				\$500.00

50406 REPAIRS & MAINTENANCE 6,850.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Building Repairs	1.0000	2,000.00	2,000.00
Recommended	Fire Alarm Maintenance -EHS	1.0000	260.00	260.00
Recommended	Fire Alarm Maintenance -VR	1.0000	260.00	260.00
Recommended	Fire Alarm Monitoring -EHS	1.0000	175.00	175.00
Recommended	Fire Alarm Monitoring -VR	1.0000	175.00	175.00
Recommended	Mirion Tech Quarterly Radiation Badge Testing (3) Inspectors -EH	12.0000	205.00	2,460.00
Recommended	Remi Charges -Admin	4.0000	125.00	500.00
Recommended	Remi Charges -VR	4.0000	255.00	1,020.00
Recommended Totals				\$6,850.00

50406.99 MAINTENANCE/PRINT MGT SVCS 13,800.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Health Department Printer Eastern	12.0000	550.00	6,600.00
Recommended	Health Department Printers OES	12.0000	600.00	7,200.00
Recommended Totals				\$13,800.00



# Budget Worksheet Report

Budget Year 2022

Account Account Description 2022  
Recommended

FUND 10 - (A) GENERAL FUND

## EXPENSE

DEPARTMENT 4010 - PUBLIC HEALTH

SUB DEPARTMENT 4010 - HLTH/PUBLIC HEALTH

CONTRACTUAL & MISCELLANEOUS EXPENDITURES

50407 POSTAGE 12,000.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Health Department Postage	12.0000	1,000.00	12,000.00
Recommended Totals				\$12,000.00

50408 CONTRACTS 7,500.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Arnot	1.0000	6,000.00	6,000.00
Recommended	Stericycle -Hazardous Waste Contract	1.0000	1,500.00	1,500.00
Recommended Totals				\$7,500.00

50410 EDUCATION EMPLOYEE 12,600.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Employee Training and Education	1.0000	2,000.00	2,000.00
Recommended	Lead Certification & Training EHS	1.0000	600.00	600.00
Recommended	Tuition Reimbursement	1.0000	10,000.00	10,000.00
Recommended Totals				\$12,600.00

50413.41 UTILITIES/GAS 20,500.00

50413.42 UTILITIES/ELECTRIC 18,000.00

50413.43 UTILITIES/WATER 5,500.00

50413.44 UTILITIES/SEWER 3,000.00

50414 BUILDING/CLEANING SVCS 85,000.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Nursing Facility MILOR Expenses	1.0000	85,000.00	85,000.00
Recommended Totals				\$85,000.00

50417 UNIFORMS, CLOTHING, SHOES 1,010.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	CSEA	1.0000	185.00	185.00



# Budget Worksheet Report

Budget Year 2022

Account Description 2022  
Recommended

FUND 10 - (A) GENERAL FUND

## EXPENSE

DEPARTMENT 4010 - PUBLIC HEALTH

SUB DEPARTMENT 4010 - HLTH/PUBLIC HEALTH

CONTRACTUAL & MISCELLANEOUS EXPENDITURES

	Recommended	NYSNA	3.0000	275.00	825.00
				Recommended Totals	\$1,010.00
50419	INSURANCE, LIABILITY	22,000.00			
	Budget Transactions				
	Level	Transaction	Number of Units	Cost Per Unit	Total Amount
	Recommended	Liability and Casualty Insurance	1.0000	15,000.00	15,000.00
	Recommended	Professional Liability Insurance MLMIC	1.0000	7,000.00	7,000.00
				Recommended Totals	\$22,000.00
50420	RENT/LEASE	6,480.00			
	Budget Transactions				
	Level	Transaction	Number of Units	Cost Per Unit	Total Amount
	Recommended	US Bancorp Copier - Admin	12.0000	390.00	4,680.00
	Recommended	Xerox Copier - EHS	12.0000	150.00	1,800.00
				Recommended Totals	\$6,480.00
50421	MEMBERSHIP DUES	2,950.00			
	Budget Transactions				
	Level	Transaction	Number of Units	Cost Per Unit	Total Amount
	Recommended	Environmental Health	1.0000	150.00	150.00
	Recommended	Public Health	1.0000	2,800.00	2,800.00
				Recommended Totals	\$2,950.00
50422	ADVERTISING	3,000.00			
	Budget Transactions				
	Level	Transaction	Number of Units	Cost Per Unit	Total Amount
	Recommended	Employment Advertising	1.0000	1,000.00	1,000.00
	Recommended	Public Health Messaging	1.0000	1,000.00	1,000.00
	Recommended	Public Health Preparedness Advertising	1.0000	1,000.00	1,000.00
				Recommended Totals	\$3,000.00



# Budget Worksheet Report

Budget Year 2022

Account Account Description 2022  
Recommended

FUND 10 - (A) GENERAL FUND

## EXPENSE

DEPARTMENT 4010 - PUBLIC HEALTH

SUB DEPARTMENT 4010 - HLTH/PUBLIC HEALTH

CONTRACTUAL & MISCELLANEOUS EXPENDITURES

50423 INTERNET & TELEVISION 1,320.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Cable TV Access - PHP Required	12.0000	110.00	1,320.00
Recommended Totals				\$1,320.00

50429 BOARD MEETING EXPENSE 1,650.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Board Member Meeting Reimbursement (11)	6.0000	275.00	1,650.00
Recommended Totals				\$1,650.00

50433 LEGAL & ACCOUNTING 2,500.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	2021 Audit Fees	1.0000	2,500.00	2,500.00
Recommended Totals				\$2,500.00

50434.68 MEDICAL/HOSP & DOCTORS 3,500.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Public Health Patient Lab Testing and Treatment	1.0000	3,500.00	3,500.00
Recommended Totals				\$3,500.00

50434.69 MEDICAL/DRUGS 10,000.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Drugs to treat communicable diseases (STIs, TB, etc.)	1.0000	10,000.00	10,000.00
Recommended Totals				\$10,000.00

50434.72 MEDICAL/PHYSICALS 855.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Employee Physicals	5.0000	171.00	855.00
Recommended Totals				\$855.00





# Budget Worksheet Report

Budget Year 2022

Account Account Description 2022  
Recommended

FUND 10 - (A) GENERAL FUND

## EXPENSE

DEPARTMENT 4010 - PUBLIC HEALTH

SUB DEPARTMENT 4010 - HLTH/PUBLIC HEALTH

CONTRACTUAL & MISCELLANEOUS EXPENDITURES

50434.75 MEDICAL/OTHER 2,500.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Public Health Clinic Supplies	1.0000	2,500.00	2,500.00
Recommended Totals				\$2,500.00

50444 SERVICES/OUTSIDE CONSULT 51,140.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	ALS Group -EHS Water Testing	1.0000	1,000.00	1,000.00
Recommended	Dr.Lenhardt Medical Consultant	1.0000	17,500.00	17,500.00
Recommended	Fingerprinting Fees -CCNF	3.0000	105.00	315.00
Recommended	Microbac Labs -EHS Water Testing	1.0000	1,000.00	1,000.00
Recommended	Russell Phillips Fire Safety Training	1.0000	1,100.00	1,100.00
Recommended	S2AY Rural Health Network -FLPHA	1.0000	3,000.00	3,000.00
Recommended	S2AY Rural Health Network -PHP	1.0000	15,225.00	15,225.00
Recommended	Sewer Engineering Services -Fagan or Hunt	1.0000	12,000.00	12,000.00
Recommended Totals				\$51,140.00

50445 SERVICES FROM COUNTY DPTS 80,000.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	IT Personnel Charges	1.0000	45,000.00	45,000.00
Recommended	IT Service and Support Charges	1.0000	35,000.00	35,000.00
Recommended Totals				\$80,000.00

50453 RECORDS MANAGEMENT 660.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	ARC Shredding (2) Bins	12.0000	55.00	660.00
Recommended Totals				\$660.00



# Budget Worksheet Report

Budget Year 2022

Account Account Description 2022  
Recommended

FUND 10 - (A) GENERAL FUND

## EXPENSE

DEPARTMENT 4010 - PUBLIC HEALTH

SUB DEPARTMENT 4010 - HLTH/PUBLIC HEALTH

CONTRACTUAL & MISCELLANEOUS EXPENDITURES

50467 BUILDING PROJECTS 4,000.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Office Rehabs	1.0000	4,000.00	4,000.00
Recommended Totals				\$4,000.00

50507 SOFTWARE LICENSES 12,900.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	AirWatch Licenses	2.0000	50.00	100.00
Recommended	Kinney Management Kchecks	1.0000	600.00	600.00
Recommended	Laptop/PC Software -Per IT	21.0000	360.00	7,560.00
Recommended	Navex Global -Compliance Hotline	1.0000	1,200.00	1,200.00
Recommended	PDF Editor Software	4.0000	135.00	540.00
Recommended	Sectigo Limited Website Certificate 20-21	1.0000	400.00	400.00
Recommended	VoiceFriend Phone Software	1.0000	2,500.00	2,500.00
Recommended Totals				\$12,900.00

CONTRACTUAL & MISCELLANEOUS EXPENDITURES Totals \$460,455.00

SUB DEPARTMENT 4010 - HLTH/PUBLIC HEALTH Totals \$473,250.00

DEPARTMENT 4010 - PUBLIC HEALTH Totals \$473,250.00

EXPENSE TOTALS \$473,250.00

FUND 10 - (A) GENERAL FUND Totals

EXPENSE TOTALS \$473,250.00

FUND 10 - (A) GENERAL FUND Totals (\$473,250.00)

Net Grand Totals

REVENUE GRAND TOTALS \$0.00

EXPENSE GRAND TOTALS \$473,250.00

Net Grand Totals (\$473,250.00)



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution authorizing agreements with Contracted Service Providers on behalf of the Chemung County Health Department (Women Infants & Children Program)

**Resolution #:** 22-240  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

**Explain action needed or Position requested (justification):**

Request resolution authorizing agreements with contracted service providers on behalf of the Chemung County Health Dept (Women Infants & Children Program). In order to provide public health services to the community, the Chemung County Health Dept. requires additional contracted service providers the Women Infants and Children Program. The Women, Infants and Children offers nutrition education breastfeeding support, referrals and nutritious foods to Chemung and Schuyler Counties.

**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">2022 WIC Budget.pdf</a>	<a href="#">2022 WIC Budget</a>	<a href="#">Cover Memo</a>	4/1/2022
<a href="#">Copy of 2022 WIC Resolution Info.xlsx</a>	<a href="#">2022 WIC Resolution</a>	<a href="#">Cover Memo</a>	4/1/2022



# Budget Worksheet Report

Budget Year 2022

Account Account Description 2022  
Recommended

FUND 10 - (A) GENERAL FUND

## EXPENSE

DEPARTMENT 4010 - PUBLIC HEALTH

SUB DEPARTMENT 4082 - HLTH/WIC PROGRAM

### EQUIPMENT

50200 EQUIP \$200 TO \$999.99 1,720.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Laptop -Per IT	1.0000	600.00	600.00
Recommended	Manual Breast Pump	1.0000	320.00	320.00
Recommended	Personal Grade Electric Breast Pumps	2.0000	400.00	800.00
Recommended Totals				\$1,720.00

50202 EQUIP OVER \$999.99 3,880.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Workstations	1.0000	3,880.00	3,880.00
Recommended Totals				\$3,880.00

EQUIPMENT Totals \$5,600.00

### CONTRACTUAL & MISCELLANEOUS EXPENDITURES

50402 TELEPHONE 2,580.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Centrex Fax Line	12.0000	40.00	480.00
Recommended	Local/Long Distance	12.0000	80.00	960.00
Recommended	VOIP System Support	4.0000	285.00	1,140.00
Recommended Totals				\$2,580.00

50402.16 TELEPHONE/CELLULAR 2,400.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Verizon	12.0000	200.00	2,400.00
Recommended Totals				\$2,400.00

50403 SUPPLIES 8,255.00

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Breast Pump Supplies	1.0000	1,000.00	1,000.00
Recommended	Double Pumping Collections Kits	1.0000	550.00	550.00
Recommended	Office Supplies	1.0000	3,205.00	3,205.00



# Budget Worksheet Report

Budget Year 2022

Account Account Description 2022  
Recommended

FUND 10 - (A) GENERAL FUND

## EXPENSE

DEPARTMENT 4010 - PUBLIC HEALTH

SUB DEPARTMENT 4082 - HLTH/WIC PROGRAM

CONTRACTUAL & MISCELLANEOUS EXPENDITURES

	Recommended	Participant Educational Materials	1.0000	500.00	500.00
	Recommended	Participant Incentive Supplies Education/Retention	1.0000	3,000.00	3,000.00
	Recommended Totals				\$8,255.00

50404 TRAVEL EMPLOYEE 8,750.00

### Budget Transactions

Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Annual Conferences & Training	1.0000	3,500.00	3,500.00
Recommended	CAI Trainings *Mandatory	1.0000	750.00	750.00
Recommended	Local Travel	1.0000	2,500.00	2,500.00
Recommended	NYSDOH Meetings *Mandatory	1.0000	2,000.00	2,000.00
Recommended Totals				\$8,750.00

50406 REPAIRS & MAINTENANCE 1,000.00

### Budget Transactions

Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Breast Pump Repairs	4.0000	250.00	1,000.00
Recommended Totals				\$1,000.00

50407 POSTAGE 2,500.00

### Budget Transactions

Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Program Mailings	1.0000	2,500.00	2,500.00
Recommended Totals				\$2,500.00

50408 CONTRACTS 27,500.00

### Budget Transactions

Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Peer Counselors	5.0000	5,500.00	27,500.00
Recommended Totals				\$27,500.00

50421 MEMBERSHIP DUES 420.00

### Budget Transactions

Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Recommended	Nutrition Action	1.0000	20.00	20.00



# Budget Worksheet Report

Budget Year 2022

Account	Account Description	2022 Recommended
FUND 10 - (A) GENERAL FUND		
EXPENSE		
DEPARTMENT 4010 - PUBLIC HEALTH		
SUB DEPARTMENT 4082 - HLTH/WIC PROGRAM		
CONTRACTUAL & MISCELLANEOUS EXPENDITURES		
	Recommended NYSWIC Association *Mandatory	1.0000 400.00 400.00
		Recommended Totals \$420.00
50434.75	MEDICAL/OTHER 3,500.00	
	Budget Transactions	
	Level Transaction Number of Units Cost Per Unit Total Amount	
	Recommended Medical Supplies 1.0000 3,500.00 3,500.00	
		Recommended Totals \$3,500.00
50507	SOFTWARE LICENSES 2,150.00	
	Budget Transactions	
	Level Transaction Number of Units Cost Per Unit Total Amount	
	Recommended Educational Message Services 4.0000 450.00 1,800.00	
	Recommended Laptop Software -Per IT 1.0000 350.00 350.00	
		Recommended Totals \$2,150.00
CONTRACTUAL & MISCELLANEOUS EXPENDITURES Totals		\$59,055.00
SUB DEPARTMENT 4082 - HLTH/WIC PROGRAM Totals		\$64,655.00
DEPARTMENT 4010 - PUBLIC HEALTH Totals		\$64,655.00
EXPENSE TOTALS		\$64,655.00
FUND 10 - (A) GENERAL FUND Totals		\$64,655.00
EXPENSE TOTALS		\$64,655.00
FUND 10 - (A) GENERAL FUND Totals		(\$64,655.00)
Net Grand Totals		
REVENUE GRAND TOTALS		\$0.00
EXPENSE GRAND TOTALS		\$64,655.00
Net Grand Totals		(\$64,655.00)

[illegible]

**Chemung County WIC**

[illegible]





## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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Resolution authorizing agreement with S2AY Rural Health Network on behalf of the Chemung County Health Department

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**Resolution #:** 22-241  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

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**Explain action needed or Position requested (justification):**

S2AY will undertake activities to support communications and coordination of activities related to New York State Public Health Corps Fellowship Program.

S2AY is expected to work with appropriate County staff to meet the necessary requirements established by state and federal regulations. All work shall be performed under the direct guidance of the Contractor.

S2AY will develop and maintain a good working relationship with all federal, state and local regulatory agencies and other emergency preparedness partners as appropriate.

The county attorney has reviewed and approved this agreement.

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**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">NYSPHC Funding - Chemung.pdf</a>	<a href="#">NYSPHC Funding - Chemung</a>	<a href="#">Cover Memo</a>	4/12/2022



## Department of Health

ANDREW M. CUOMO  
Governor

HOWARD A. ZUCKER, M.D., J.D.  
Commissioner

LISA J. PINO, M.A., J.D.  
Executive Deputy Commissioner

July 21, 2021

### **RE: Funding for Local Health Departments to Support the New York State Public Health Corps Fellowship Program in Counties**

Dear Public Health Director Mr. Buzzetti:

We are writing to inform you that your county is eligible to receive funding support for the New York State Public Health Corps Fellowship Program through Health Research Inc. / New York State Department of Health (HRI/NYSDOH). A total of \$1,383,824.00 over the next two years (\$691,912.00 annually) is available for Chemung County through a Center for Disease Control and Prevention (CDC) sponsored cooperative agreement for Epidemiology and Laboratory Capacity for Infectious Diseases (ELC), CFDA# 93.323.

In the [2021 State of the State](#), Governor Andrew M. Cuomo announced the establishment of the New York State Public Health Corps (NYSPHC) Fellowship Program that will build public health capacity to support COVID-19 response operations and increase preparedness for future public health emergencies. The Governor directed the New York State Department of Health (NYSDOH) to work with LHDs and community partners to recruit and deploy up to 1,000 NYSPHC fellows across the state, excluding New York City, who will commit to a full-time, paid position and at least a one-year term. For more information about the NYSPHC Fellowship Program, please visit: <https://www.ny.gov/programs/new-york-state-public-health-corps>

Based on a methodology that takes into consideration county population and health outcome indicators, Chemung County is eligible for a total of \$1,383,824.00 over two years to support up to 9 fellows annually, of which up to 1 would be Graduate Fellows<sup>1</sup>. While most of your allocated NYSPHC funding will be used to compensate the fellows employed by the LHD, a commensurate portion will provide support for coordination and maintenance of the program. Please contact [NYSPublicHealthCorps@health.ny.gov](mailto:NYSPublicHealthCorps@health.ny.gov) if you have questions about the allocated number of eligible fellows and/or funds associated with the number of fellows for your county.

The NYSPHC Fellowship Program will collaborate with participating LHDs to match and place fellows based on the results from the "Survey of LHD Priorities" which was issued on April 7, 2021. If your county completed the Survey of LHD Priorities when it was issued on April 7, 2021 and your priorities have not changed since that time, your county does not need to complete this survey again. If your priorities have changed or you did not complete the survey when it was issued on April 7, 2021, **please complete the Survey of LHD Priorities for your county as soon as possible and no later than July 30, 2021.** (see [here](#))

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<sup>1</sup> Fellows may have a high school diploma, however, preferred applicants will have completed a relevant Associate Degree –or– be within one semester of completing their undergraduate degree –or– document equivalent experience; Graduate Fellows must have completed a Master's degree or have completed their basic coursework and be within one semester of completing their academic program.

**Survey of LHDs Priorities link:** <https://forms.ny.gov/collab/Public-Health-Corps-Fellowship-Survey>

The NYSPHC Fellowship Program staff will use these survey results to send you qualified fellows for your review and approval, who also show an interest in serving your county. Through this state and local partnership, fellows will help address the local public health needs in your county over the next two years.

Compliance with the NYSPHC Program Scope of Work/Program Deliverables is required to receive NYSPHC Fellowship Program funding (see Attachment A). The Scope of Work/Program Deliverables document will also be included in the contractual agreement which will be sent under a separate email.

**Please review the Scope of Work/Deliverables (Attachment A), then complete the County Letter of Interest Survey as soon as possible and no later than COB September 1, 2021 @ [https://www.surveymonkey.com/r/NYSPHC\\_Interest](https://www.surveymonkey.com/r/NYSPHC_Interest) indicating the following:**

- Your county's interest in participating in the NYSPHC Program;
- The name and contact information of the main point of contact for HRI/NYSDOH;
- Your intention to accept the NYSPHC funds your county is eligible for and to comply with the Program expectations as set forth by the Scope of Work/Deliverables document or indicate the number of fellows your county public health network needs and are able to accommodate.

Existing ELC COVID-19 contract agreements will be amended to award NYSPHC funding. Once the [County Letter of Interest](#) to participate in the program has been completed indicating the number of fellows desired by the county, instructions for amending the existing ELC COVID-19 contract agreement will be sent.

The online application for Fellows to apply for the NYSPHC Fellowship Program opened on July 16, 2021. Visit the NYSPHC Program website for more information and Frequently Asked Questions [here](#). The NYSPHC Fellowship Program will be hiring Fellowship Placement Coordinators for each region across the state, who will be responsible for screening applicants and working with their assigned LHD to identify and match applicants based on location and articulated needs of the LHD. In the coming weeks (as Fellowship Placement Coordinators get hired and assigned), the NYSPHC Fellowship Program staff will directly reach out to your county's designated point of contact to provide fellow applications for review.

We are very excited about this opportunity to build the public health infrastructure and to strengthen the public health workforce and look forward to our continued collaborations to improve health outcomes for all New Yorkers. If you have questions, please feel free to contact us at [NYSPublicHealthCorps@health.ny.gov](mailto:NYSPublicHealthCorps@health.ny.gov).

**NYS Public Health Corps Fellowship Program  
Scope of Work/Program Deliverables**

Funding is provided by the New York State Department of Health (NYSDOH) through Health Research, Inc. (HRI) to Local Health Departments (LHDs) to:

- Recruit, train, deploy and manage New York State Public Health Corps (NYSPHC) Fellows serving in LHDs and other community-based organizations in each region of New York State outside the City of New York.
- Augment LHD capacity to respond to current and emerging public health emergencies.
- Provide health education services to inform and protect communities.
- Improve outreach and assistance to vulnerable populations; and
- Directly assist with the local COVID-19 public health response (e.g. testing, contact tracing, vaccination, prevention campaigns, community education, logistics, operations, and coordination).

The number of NYSPHC Fellows to be in service for an LHD and the associated grant eligibility are based on the LHD's county population and health outcome indicators.

The NYSPHC Fellowship Program will collaborate with participating LHDs to match and place fellows based on the needs articulated by the counties from the "Survey of LHD Priorities". Through this partnership, fellows will help address the local public health needs over the next two years.

**DELIVERABLES: ADHERENCE TO POLICIES AND PROCEDURES OF THE NYSPHC PROGRAM**

**A. Staffing**

- **NYSPHC Program** will hire Fellowship Placement Coordinators for each region across the state.
- **NYSPHC Fellowship Placement Coordinators** will:
  - Provide the LHD with resumes for fellow applicants which have been screened and matched to LHD's needs articulated in the "Survey of LHD Priorities".
  - Meet with placed fellows at least every two weeks.
  - When practicable, the Fellowship Placement Coordinator will identify at least one Graduate Fellow for every seven Fellows accepted.
- **LHDs** participating in the NYSPHC Program and receiving grant funds will:
  - Designate a **Point of Contact** to serve as liaison to NYSDOH/HRI and the respective NYSPHC Fellowship Placement Coordinator.
  - Designate a **Local Coordinator** to manage/supervise fellows assigned to the LHD (see: Section C below).
  - Review resumes of pre-screened and LHD matched applicants.
  - Contact fellow applicants to schedule and conduct interviews.
  - Select and hire preferred fellows.
  - Develop Individual Fellowship Program Plans for each fellow

- Promptly alert the respective Fellowship Placement Coordinator if/when:
  - A preferred fellow is selected
  - Candidates are not selected.
  - New resumes are needed.
- Assign selected fellows to a local supervisor in a host organization<sup>2</sup>.
- Provide fellows with an assigned space, desk, PC or laptop, data, and phone line.
- Identify a Mentor to work with their selected fellow(s) (see Section C below).

## **B. Funding**

- All LHDs in the NYSPHC Program will have the opportunity to receive funds based on the number of eligible fellows for their county<sup>3</sup>.
- Funding will be provided to support the program for up to two years.
- For each fellow accepted and hired, LHDs will receive:
  - i. \$41,398 per Fellow and \$54,483 per Graduate Fellow<sup>4</sup>
  - ii. A minimum of \$50,000 to support a Local Coordinator. Additional funds may be allocated based on the number of fellows accepted and hired.
- LHDs may be reimbursed for the following costs:
  - i. Fringe Benefits
  - ii. Indirect Costs

## **C. Adherence to policies and procedures of the NYSPHC Fellowship Program**

**LHDs** participating in the NYSPHC and receiving grant funds will:

- Adhere to the policies and procedures of the NYSPHC Fellowship Program and receive program information and guidance, report data and resolve concerns related to the NYSPHC Fellowship Program or participants.
- Adhere to reporting, budget, and grant requirements, including dates and deadlines.
- **The Local Coordinator** will:
  - Identify placement opportunities and organizations within the community and the county's public health network to provide work experience for NYSPHC Fellowship Program fellows; communicate regularly with host organization supervisors on efforts across the NYSPHC Local Public Health Partnership<sup>5</sup>.
    - As needed, or beneficial to the LHD and community, arrange for organizations within the county's public health network to provide

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<sup>2</sup> A host organization is an organization that "hosts" a fellow(s). Fellows may be assigned to or "hosted" by a LHD or another organization within the public health network, e.g. other county agencies, Federally Qualified Health Centers, Rural Health Networks, other community-based organizations.

<sup>3</sup> Each county outside the City of New York is eligible to participate in the NYSPHC. The number of eligible fellows and graduate fellows for each county is based on the county's population and health outcome indicators.

<sup>4</sup> Fellows may have a high school diploma, however, preferred applicants will have completed a relevant Associate Degree –or– be within one semester of completing their undergraduate degree –or– document equivalent experience; Graduate Fellows must have completed a Master's degree or have completed their basic coursework and be within one semester of completing their academic program.

<sup>5</sup> The NYSPHC Local Partnership comprises the LHD with a Local Coordinator identified to lead the team, local Host Organizations, several fellows, and one or more mentors. At least one NYSPHC Local Partnership will be established within each county outside the City of New York. Several NYSPHC Local Partnerships would be established in more populous counties.

work experience for fellows that aligns with the NYSPHC Fellowship Program mission and the federal CDC ELC requirements.

- Track and report information from host organizations for submission to the NYSPHC Fellowship Placement Coordinators<sup>6</sup> including information about the organization's supervision of the fellow(s), as articulated by the Individual Fellowship Program Plan(s).
- Organizations within the county's public health network that may be identified by the LHD as Host Organizations to provide work experience for fellows, in addition to the LHD, include: Federally Qualified Health Centers (FQHCs), NYS Designated Rural Health Centers, accredited community and mental health services providers, community-based organizations and other locations approved by NYSDOH. Individual Fellowship Program Plans must show the link or integration with public health.
- Identify a **community-based mentor (or mentors)** from the local public health network who will:
  - Participate in the NYSPHC Local Public Health Partnership(s) in the county and provide locally-relevant technical support and professional guidance to NYSPHC fellows;
  - Communicate as needed with other community-based mentors and educational institutions on professional development opportunities.
- Review the Monthly Progress Reports prepared by NYSPHC fellows and address any issues that may arise.
- Work with the NYSPHC Program Fellowship Placement Coordinator to build and oversee the NYSPHC Local Public Health Partnership to enhance fellows' experiences by providing mentorship and facilitate professional growth activities, including technical information about public health priorities.
- Communicate regularly with the Fellowship Placement Coordinator on matters that arise from the implementation or necessary revision of Placement Agreements between the LHD and the Host Organizations.
- Familiarize themselves with the NYSPHC fellow's progress in the Cornell University's Public Health Essentials Certificate Program.
- If the Fellow is placed at a Host Organization outside of the LHD:
  - Identify a supervisor at the Host Organization to direct the day-to-day work of fellows and assign fellows to fulfill the county's public health mission by assigning fellows to tasks that are based on their skillsets and the needs of the community. Tasks may include:
    - Assessing community health and resources in the county/community including assessing public health data; creating community health profiles;
    - Identifying public health trends and disparities; and identifying community assets and resources.

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<sup>6</sup> Fellowship Placement Coordinators will be hired by HRI, serve each region of the state, report to the NYSPHC Program Director and be responsible for recruiting, screening, onboarding, placement, monitoring, and remediation of issues associated with the employment of the fellows.

- Developing strategies to build trust, community relations and methods to engage with local/underserved communities.
- Identifying key communities or populations that will benefit from targeted COVID-19 outreach/support.
- Identifying barriers and developing targeted outreach plans to engage these targeted populations to educate on prevention and vaccination education.
- Engage with Institutions of Higher Education in the region to bring professional learning opportunities to the fellows, mentors, and others in the local public health network.

#### Funding Restrictions:

- Funds cannot be used for research-related activities
- Funds cannot be used for clinical care / direct patient care

*NOTE: The funds for the NYSPHC Fellowship Program are intended to augment public health staffing capacity and cannot supplant existing commitments. These funds should result in a net increase of total county public health staff.*



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution authorizing application for and acceptance of a New York State Community Development Block Grant on behalf of the Chemung County Planning Department (calling for initial public hearing June 6, 2022)

**Resolution #:** 22-242  
**Slip Type:** GRANT  
**SEQRA status** Full-time  
**State Mandated** False

### Explain action needed or Position requested (justification):

Resolution calling for a Public hearing to obtain the views of citizens, public agencies, and other interested parties on the housing and community development needs of the County and eligible Community Development Block Grant (CDBG) activities and to provide the public with an opportunity to comment on the County's proposal to submit a Community Development Block Grant application to the New York State Office of Community Renewal for funding to implement a microenterprise assistance program

The Chemung County Planning Department wishes to assess the advisability of submitting a Community Development Block Grant ("CDBG") application to the New York State Office of Community Renewal (the "OCR") for a grant to implement a microenterprise assistance program.

The Chemung County Legislature is required to hold a public hearing to provide information to the public and to consider citizen comments regarding community needs and the proposal prior to submitting an application for CDBG funding.

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">CDBG Microenterprise FAQ s.pdf</a>	<a href="#">CDBG Microenterprise FAQs</a>	<a href="#">Cover Memo</a>	4/11/2022
<a href="#">microenterprise-program-guidelines-12.29.2020_0.pdf</a>	<a href="#">microenterprise program guidelines</a>	<a href="#">Cover Memo</a>	4/11/2022
<a href="#">NOTICE OF PUBLIC HEARING - CDBG 2022.pdf</a>	<a href="#">Notice of Public Hearing</a>	<a href="#">Cover Memo</a>	4/19/2022



# **New York State COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)**

Microenterprise Assistance

## **FREQUENTLY ASKED QUESTIONS**



**Homes and  
Community Renewal**

OFFICE OF COMMUNITY RENEWAL

ANDREW M. CUOMO, GOVERNOR  
RUTHANNE VISNAUSKAS, COMMISSIONER

# **MICROENTERPRISE FREQUENTLY ASKED QUESTIONS**

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## **Program Guidelines and Application**

Q.1 Is a Microenterprise defined as 5 or fewer employees using Full-Time Equivalents, or 5 or fewer employees by head count?

A.1 The definition of a Microenterprise is determined by a "five or fewer test," which is based on total employee head count including the owner (not the number of FTEs).

Q.2 Do seasonal employees count towards the 5 or fewer total employees at the time of application?

A.2 If the seasonal position is not considered their principal occupation, then their position would not count towards the 5 or fewer determination. If the seasonal position is considered their principal occupation, it would be counted. "Principal occupation" means that the job comprises the majority of the hours worked during the year.

Q.3 If a business has 5 or fewer employees at the time of application, but the project will result in the creation of positions that puts that business over the "5 by head count", does that make them ineligible to apply?

A.3 No. Microenterprise businesses must be eligible at the time of application to the community. If a business exceeds 5 employees post-award, it does not affect eligibility. In fact, job growth is encouraged. However, it is important to note that if a business exceeds 5 employees as a result of receiving the award, they will not be eligible for assistance again under future microenterprise programs.

Q.4 Are NYS CDBG Microenterprise projects income-qualified at the time of award or at the time of application?

A.4 Recipients must determine income eligibility, for the purpose of meeting the public benefit standard, at the time funds are obligated to activities, that is, the time of award to the business. The recipient must reference the HUD Income Limits for the specific year that the Family Income Form will be completed or be the most up-to-date HUD data at the time that individuals fill out the Family Income Forms and provide supporting income documentation.

Q.5 Can funds raised by crowd sourcing be used towards equity?

A.5 Yes, funds raised by crowdsourcing could be used towards their equity. Like traditional equity, the funds would need to be available and able to be documented at the time of application and must not have an obligation to be repaid.

Although crowdsourcing is technically allowable, traditional owner equity is still preferable. Crowdsourcing would diminish the proportion of a business' individual investment, and the purpose of the equity requirement is to ensure that the owner invests in their own business and has a demonstrable interest in the success of the project.

Q.6 Can equity include bank financing?

A.6 No. Equity must be in the form of cash, with no associated debt. Bank loans cannot be part of the 10% minimum.

Q.7 Is the 10% equity match to the total grant amount or is it 10% of the total amount excluding program delivery and admin costs?

A.7 Equity must be at least 10% of the total grant amount excluding program

delivery and administrative costs.

Q.8 Is a start-up defined as not having been in business for more than 6 months before the time of award or the time of application?

A.8 A start-up is a business that has been actively providing goods and services for less than 6 months prior to submitting their application for assistance to the community. This is a state programmatic definition.

Q.9 If an existing business was purchased by a new owner in the last 6 months, is this business considered a start-up?

A.9 If a new DUNS and tax ID were obtained, it may be considered new business or a start-up. If the business owner is still operating the business under the same DUNS and tax ID as the previous owner, it would not be considered a start-up. A change in business ownership does not automatically render a business a start-up. Contact OCR in the event that this relates to your project.

Q.10 Do 50% of the businesses funded under the microenterprise program have to be start-ups?

A.10 No, however at least 50% of the total CDBG award (less grant administration costs) must be awarded to start-up businesses. This does not mean that half of the total number of businesses awarded must be start-ups, since award sizes may vary.

Q.11 At what point can a community re-apply for microenterprise assistance?

A.11 A community can submit an application for a second award once  $\frac{3}{4}$  of program funds have been expended, the project has been monitored, and all job reporting is complete. Communities with an open Microenterprise program should contact OCR before submitting another Microenterprise application.

Q.12 Is construction an eligible use of funds under the NYS CDBG Microenterprise Program?

A.12 No, construction is considered an ineligible expense under the NYS CDBG Microenterprise Program.

Q.13 Is the purchase of construction materials, such as windows and doors, an eligible expense if the business proposes to do the work themselves?

A.13 Contact OCR in the event that this relates to your project. As it relates to furniture, fixtures, and equipment (FF&E), only those items that can be taken or removed if the business was to liquidate are considered eligible.

Q.14 What constitutes an eligible vs ineligible fixture?

A.14 Items that are permanently affixed to the structure of the building (non-movable) are generally considered construction-related and are therefore an ineligible use of CDBG funds. The OCR follows the generally accepted accounting definition that (FF&E) are movable furniture, fixtures, or other equipment that have no permanent connection to the structure of a building or utilities.

Q.15 Can businesses that have previously been awarded under the microenterprise program re-apply for funding?

A.15 Businesses which have previously been awarded are eligible to re-apply for funding, however they are still required to meet all eligibility criteria (ie. 5 or fewer employees including principle owner, additional required equity contribution). Additionally, for any businesses that were previously awarded and qualified as low- and moderate-income business owners will be required to create jobs if awarded again. Contact OCR in the event that this relates to your project.

Q.16 Can the same business receive assistance from two concurrent Microenterprise programs? E.g. County and Village both assist a project in the Village

A.16 No. Two recipients cannot concurrently assist the same business. In addition, Counties cannot assist a business within the service area of another active microenterprise program that lies within the County.

### **Grant Agreement**

Q.17 What steps are taken after a municipality receives an award?

A.17 Once awarded, municipalities will receive an award letter along with two copies of the unsigned grant agreement. Both copies of the grant agreement must be signed by the Chief Elected Official and returned by mail to the Office of Community Renewal. Documents that should be included with the Grant agreement are Forms 1-1, 1-2, 7-2, and 8-1 and any documents identified in the Schedule A. Forms 1-1 and 1-2 require original signature. A grant agreement is not considered to be fully executed until all required documents are received. Once approved, the municipality will receive an executed grant agreement letter by mail. This is sent to the Chief Elected Official. The recipient must also complete and send any "Schedule A" items identified in the grant agreement.

### **Environmental**

Q.18 Is an environmental review required if the business is only purchasing machinery and equipment?

A.18 Yes, the Environmental Review is required of all NYS CDBG Economic Development Projects, regardless of the use of funds. OCR must issue a Release of Funds or Concurrence letter before costs are incurred or funds can be expended.

Q.19 Should the environmental review cover the CDBG-related costs of the project or the total scope and cost of the project?

A.19 The Environmental Review should be comprehensive of the total project cost and should reflect all project activities and funding sources, not just CDBG related activities.

### **Disbursements**

Q.20 Can an applicant incur costs once awarded?

A.20 No. Applicants cannot incur costs until an Environmental Review has been completed, approved and the applicant has received a Release of Funds or Concurrence letter.

Q.21 What are the funding limits for each awarded microenterprise business?

A.21 Funding limits are between \$5,000 and \$35,000 for each microenterprise business. This does not include program delivery and grant administration costs.

Q.22 Can award funds be drawn down before businesses are selected?

A.22 OCR will allow for a portion of grant administration funds to be drawn down prior to businesses being selected. Funds associated with program delivery cannot be drawn prior to businesses being selected.

Q.23 What should be included in a request for draw?

A.23 Forms 1-6, and 1-6A should be included along with any documentation

of expenditures, such as invoices or purchase orders. Under no circumstances will quotes or in-cart documentation from an online vendor be accepted. When a draw is being requested for a newly awarded business, Form 1-6B is needed in addition to Forms 1-6 and 1-6A.

Q.24 Are NYS CDBG funds subject to state and federal tax laws?

A.24 All awarded businesses should consult with a tax professional on how to determine any tax liabilities.

Q.25 Are there any expenses considered to be ineligible when submitting a drawdown request?

A.25 Yes. Funds requested for construction expenses or the repayment of existing debt (ie. a loan incurred prior to award, payments for equipment purchased prior to award, etc.) are ineligible. The purchase and/or lease of a motor vehicle is considered to be ineligible without prior approval from OCR. Also, the purchase of electronic equipment *might be eligible* including computers, laptops, phones, and other electronic equipment. Requests for equipment of this nature should be accompanied by a written agreement from the business owner(s) that they will only be used for business purposes.

Q.26 Is the advancement of funds an allowable expense?

A.26 No. You cannot request funds for expenses that have not yet been incurred. For example, working capital costs including utility bills, rent, etc. are not allowable expenses if submitted prior to having been incurred.

### **Program Requirements**

Q.27 What Program Delivery activities are eligible under the Microenterprise Program?

A.27 Various program delivery activities are eligible under the Microenterprise Program and can be referenced in the CDBG Grant Administration Manual, Chapter 3. It is important to keep in mind that any of the activities listed MUST be tied to a specific business which has been awarded in order to be eligible. Reimbursement sought for businesses not funded as a part of the project are not considered to be eligible activities.

Q.28 When determining budgets, what amount may be requested for program delivery, administration, and training?

A.28 Effective with the 2017 CFA application round, applicants may request up to 15% of the CDBG award in program delivery, administration, and training combined. Of the 15%, administration must not exceed more than 5% of the total project cost. All Microenterprise programs prior to 2017 may continue to request up to 25% of the CDBG award in program delivery, administration, and training.

### **Reporting**

Q.29 Can a business owner meeting an LMCMC National Objective be included or reported as a created job?

A.29 No. Meeting an LMCMC National Objective is not the same as job creation and should not be reported as a created job.

Q.30 When can I count a seasonal employee toward the job creation requirements?

A.30 A seasonal employee can be counted on a pro-rata basis (based on a 40/hour work week or 2,000 hours/year). Seasonal jobs are considered to be permanent if the season is long enough for the job to be considered as the employee's principal occupation. "Principal occupation" means that the job comprises the majority of the

hours worked during the year.

Q.31 Do all applicants need to fill out a family income form, or just those who fall under the low- and moderate-income (LMI) households?

A.31 All persons applying for a job, not just those categorized as LMI, are required to fill out a Family Income Form. These forms should be maintained within the files.

Q.32 Is a Family Income Form sufficient evidence of income verification for meeting an LMCMC national objective?

A.32 No. In addition to a Family Income form, a business owner will need to provide their most recent tax returns at the time of application.

Q.33 Can retained jobs be used towards fulfilling a national objective?

A.33 No. Retention is not allowed under the Microenterprise Program.

Q.34 If a business has more than one owner, are all owners required to complete the entrepreneurial training program?

A.34 No. If a business has more than one owner, at least one owner must complete the course.

Q.35 If a business reporting an LMCMC national objective has more than one owner, how many of them need to qualify as LMI?

A.35 If there is more than one owner reporting an LMCMC national objective, at least 51% of the owners (not ownership) must qualify as LMI.

Q.36 What is the difference between taken (held) by/made available to?

A.36 'Taken (Held) By' A job is considered to be taken by an LMI person if, at the time their employment starts, that person is a member of a family whose income falls at or below the applicable Section 8 Income Limits. Income is verified through a Family Income Form.

'Made Available To': A job is considered to be made available to an LMI person if the position does not require special skills acquired from substantial training or more than 1 year work experience, and education beyond high school and special licenses/certifications are not a prerequisite to employment. Also, the assisted business must take actions to ensure that LMI persons receive first consideration for filling such jobs. Recipients are encouraged to use OCR generated "Economic Development Job Forms" to document efforts to made positions available to low- and moderate-income persons. These forms can be found here: <https://hcr.ny.gov/community-development-block-grant-economic-development-program>

Q.37 Does each business have to create at least one FTE?

A.37 Each activity is required to meet a National Objective. There are two national objectives that are applicable to the microenterprise program. The first is low- and moderate-income job creation activities, or LMJ. The second is low- and moderate-income owner, or LMCMC. When fulfilling an LMJ national objective, each funded business is required to create at least one LMI FTE. If more than 1 job is created, 51% of the jobs must benefit LMI individuals. When fulfilling an LMCMC national objective, a business owner must be qualified as low-to moderate income based on the HUD Income Limits. Income is verified through the most recent tax returns and a completed Family Income Form at the time of application.

Q.38 Should the Annual Performance Reports (APRs) reflect cumulative job reporting or just for the year being reported?

A.38 The January APRs and final APRs should only report jobs created within the year being reported and should not be cumulative. Applicants can submit a final APR at any time of the year and do not have to wait until the January reporting.

Q.39 Is the cost of the entrepreneurial training an eligible use of funds?

A.39 Yes. The cost of the entrepreneurial training is an eligible use of funds under the NYS CDBG Microenterprise Program.

Q.40 Is an application fee an eligible use of funds?

A.40 No. An application fee is not an eligible use of funds. Municipalities are not permitted to charge applicants a fee to apply.

Q.41 Can an employee or business owner obtain a waiver for a previously completed training program?

A.41 Yes, a waiver may be obtained by completing a request for a waiver. A request for a waiver for any individuals, who have previously completed a relevant training course within 24 months, or a reasonable timeframe, will need to include the following:

- A review of the business's application for the program,
- A letter from the Chief Elected Official requesting an exemption and stating why it is merited,
- The resume of the entrepreneur, and
- Proof of the training program(s) completed, and certificates received (received with application)

A waiver is not considered approved by providing these things. Written approval will be submitted to the municipality by OCR if a waiver has been granted. Requests for reimbursement for eligible project costs cannot be submitted until a business has either completed the required course of training or been granted a training waiver per the above process.

### **Closeout**

Q.42 When is the project considered to be 'closed'?

A.42 A project is considered closed when 1) all funds have been disbursed 2) all job reporting documentation has been received and approved by OCR 3) a comprehensive monitoring visit has been conducted by OCR 4) any findings/concerns related to the monitoring are satisfactorily addressed 5) all required Federal Assistance Expenditure (FAE) forms and/or single audits have been received and approved by OCR 6) OCR issues a closeout packet electronically to the Recipient 7) the Recipient signs and returns the closeout packet, and 8) a Certificate of Completion is issued by OCR.



# **New York State** **COMMUNITY DEVELOPMENT** **BLOCK GRANT PROGRAM**

Microenterprise Assistance

## **PROGRAM GUIDELINES**



**Homes and  
Community Renewal**

OFFICE OF COMMUNITY RENEWAL

KATHY HOCHUL, GOVERNOR  
RUTHANNE VISNAUSKAS, COMMISSIONER

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## **I. INTRODUCTION**

NYS Community Development Block Grant Program (NYS CDBG) is a federally-funded program that provides financial resources to assist in the development of viable communities by providing decent housing and a suitable living environment and by expanding economic opportunities, principally for persons of low- and moderate-income (LMI). The Office of Community Renewal (OCR) administers NYS CDBG funds for non-entitlement communities which are generally cities, towns and villages with populations under 50,000 and counties with populations under 200,000. There are approximately 1,300 eligible communities (units of local government) statewide.

New York State must ensure that not less than 70% of its CDBG funds are used for activities that benefit low- and moderate-income (LMI) persons (at or below 80% of median). This is achieved by granting maximum priority to activities that meet one of the following Federal National Objectives: benefit low- and moderate-income persons or families; or aid in the prevention or elimination of slums or blight; or meet an urgent community development need.

The NYS CDBG Microenterprise program achieves the National Objective by providing jobs and economic opportunities for persons from LMI families. The program provides funds to eligible local governments to assist qualifying businesses undertake activities that result in the creation of job opportunities for persons from LMI families. Funding decisions are based, in part, on the following: severity of need; public benefit; program feasibility; sustainability of activity outcomes; reasonableness of costs; extent to which the activity compliments other local, state, or federal programs; and public support for the locally-driven program.

## **II. PROGRAM DESCRIPTION**

The NYS CDBG Microenterprise program provides resources to support and foster the development of microbusinesses by providing grants in conjunction with capacity building and entrepreneurial assistance. The program is designed to stimulate economic growth and create businesses and jobs that will improve and preserve NYS homes and communities. An objective of the NYS CDBG Microenterprise program is to create opportunities for the development of microbusinesses that promote employment opportunities for persons of low- to moderate-income families.

A microenterprise is defined as a commercial enterprise that has five (5) or fewer employees, one (1) or more of which is the principal and owns the enterprise at the time of application. This includes both part-time and full-time employees. A microenterprise is a private for-profit business entity; corporation, partnership, or sole proprietorship that is legal, licensed and operating. Nonprofit entities are not microenterprises.

### **A. General Requirements**

- The maximum total allocation for which a community can apply is \$300,000.
- A minimum of 50% of a total allocation (less grant administration costs) must be awarded to start-up businesses. A start up business is one which has been in operation less than six (6) months from the time of application.
- Although it is not required that specific microenterprises are identified as part of the application for Microenterprise Program funding, an application that identifies microenterprises and entrepreneurs that have gone through a prescreening stage is recommended. The prescreening stage should verify eligibility, evaluate the proposed project and determine funding need.
- NYS CDBG Microenterprise funds must be allocated as a grant to each microenterprise.
- Grant assistance to an individual microenterprise must be between \$5,000 and \$35,000. The maximum award is not intended to serve as a target amount for requests for assistance. The amount of CDBG assistance should be based on need and CDBG funds should not be used to reduce the amount of non-federal financial support for the project.
- Grants may not exceed 90% of the total project cost to assist in the start-up or expansion of a microenterprise.
- A minimum amount of 10% owner equity contribution to the project is required.
- Each microenterprise owner must complete an approved entrepreneurial assistance or small business training program prior to receiving CDBG Microenterprise grant funds. The cost for the owner to attend the training may be an eligible CDBG expense.
- Applicants may request up to 15% of the CDBG award in program delivery, administration, and training combined. Of the 15%, administration must not exceed more than 5% of the total project cost.
- Retention is not permitted in the Microenterprise Program.

## B. Meeting a National Objective

The primary objective of the CDBG program is the development of viable communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate- income (LMI). For this to be achieved, each CDBG funded activity must meet a National Objective. A microenterprise may meet a National Objective one of two ways:

1. By creating a minimum of one (1) permanent full-time equivalent job for persons from LMI families. A full time equivalent (FTE) job is any combination of two or more part-time jobs that, when combined together, constitute the equivalent of a job of at least 40 hours per week. If more than one (1) FTE job is created as a result of NYS CDBG assistance, a minimum of fifty-one percent (51%) of the jobs must benefit persons from LMI families. A LMI job activity is one which creates a job that is either *held by* or considered to be *made available* to persons from LMI families. The distinction between “held by” and “made available to” is detailed below.
  - “taken (held) by” - A job is considered to be taken by a LMI person if, at the time their employment starts, that person is a member of a family whose income falls at or below the applicable Section 8 Income Limits. (Reference <https://www.huduser.gov/portal/datasets/il.html> or the most current income limits.)
  - “available to” - A job is considered to be made available to a LMI person if the position does not require special skills acquired from substantial training or work experience, and education beyond high school is not a prerequisite to employment. The assisted business must take actions to ensure that LMI persons receive “first consideration” for filling such jobs.

For a Microenterprise business creating jobs there are three principles involved in providing “first consideration”:

- a. The business must use a hiring practice that under usual circumstances would result in over 51% of LMI persons interviewed for applicable jobs being hired,
  - b. The business must seriously consider a sufficient number of LMI job applicants to give reasonable opportunity to fill the position with such a person, and
  - c. The distance from residence and availability of transportation to the job site must be reasonable before a particular LMI person may be considered a serious applicant for the job.
2. If the beneficiary / entrepreneur receiving the grant qualifies as LMI himself/herself. For microenterprises that are owned and operated by more than one individual, a majority of the owners must qualify as LMI in order to meet the Limited Clientele Microenterprise (LMCMC) National Objective. The business owner(s) cannot be counted towards job reporting.

## III. APPLICATION PROCESS

The microenterprise application is now available through the consolidated Funding Application (CFA) on an Open Round, rolling basis, and not subject to the annual “competitive” CFA deadline.

The application involves a two-step process. First, an applicant must complete a Pre-Application within the CFA system. The Pre-application will be reviewed by the Office of Community Renewal. Once the applicant clicks ‘Submit’ within the Pre-Submission part of the application, the applicant will receive one of three notifications via email:

- **Accept-** The Pre-Submission has been approved and the applicant can proceed to the full application within the CFA Portal. An Invitation to Apply will be sent within the CFA system. An applicant must complete the full application in the CFA portal within 60 days of the invitation to apply.
- **Reject-** The Pre-Submission form has not been approved. The applicant will not be able to proceed to the full application within the CFA Portal. An Invitation to Apply will not be sent.
- **Needs More Information-** OCR has determined that additional information is required before the application can be approved and an Invitation to Apply sent.

For all of the above, OCR staff will be in contact with the applicant to discuss the next steps.

The following steps summarize the Open Round and Pre-Submission process for NYS CDBG Economic Development projects:

1. **Citizen Participation:** Applicants must hold at least one (1) public hearing prior to the submission of the CDBG application for the purpose of obtaining citizens’ views and responding to proposals and questions. The application must be made available to the public for inspection at the municipal office(s). Applicants must meet the citizen

participation requirements at 24 CFR 570.486 and NYS Homes and Community Renewal's Citizen Participation Plan as amended, which require Applicants to follow a citizen participation plan. Prior to submitting a CDBG application, Applicants must issue a public hearing notice and hold one public hearing (one in each jurisdiction of a joint application) allowing for citizen feedback on the community and economic development needs of the applicant community and any proposed project(s). When issuing the notice and holding the public hearing, please note the following:

- All hearings must also be conducted in accordance with the New York State Open Meetings Law
- The municipality must provide a minimum seven (7) day period between the publication of the hearing notice and the hearing itself. Note that the date of publication is day "zero."
- The hearing notice must be conspicuously posted in one or more public locations at least seventy-two (72) hours prior to the actual hearing. This may also be accomplished by posting to the municipal website
- The hearing must be conducted by a quorum of the legislative body of the municipality only, not by a sub recipient, department or arm of the applicant
- The notice for the hearing must specifically mention the municipality's intent to apply for NYS CDBG funds and the current program year
- The notice must identify all activities that the Applicant may be applying for during current program year, which may include Housing, Public Infrastructure/Facilities, Economic Development, or Community Planning
- Public hearings must be held in a location accessible to persons with disabilities and/or provide reasonable accommodations to allow all interested parties to participate
- The municipal resolution authorizing the public hearing, the hearing notice, affidavit of publication, list of attendees, hearing minutes, and evidence of conspicuous public posting must be included as an attachment to the application

A copy of the application must be available for public inspection at the municipal office(s). **Public hearings must be held in the same calendar year in which the application is submitted. Exceptions may be made for projects under board consideration in January. In those cases, OCR will accept hearings held in December of the previous year.**

After award a recipient of CDBG funds must hold a second public hearing to report project accomplishments, following the same guidelines provided above. For more information on citizen participation requirements, refer to Chapter 8 of the CDBG Grant Administration Manual at <https://hcr.ny.gov/community-development-block-grant-economic-development-program>

- 2. Submission of Applications:** Applications are project-based. Applicants will answer threshold questions to determine whether their project may be eligible for funding and from what funding source(s). Because some funding sources are only available to certain categories of project sponsors—such as municipalities, nonprofits, or businesses—two sponsors undertaking similar projects may qualify for different funding sources.
- 3. The Office of Community Renewal Review:** Applications will undergo due diligence and technical review by the Office of Community Renewal (OCR). OCR will undertake a comprehensive review of the application to determine compliance with federal, state, and program regulations, policies, and statutes.

### **OCR Scoring Criteria**

Applications are reviewed based on the following factors:

- The documented need for microenterprise assistance in the project area.
- The extent to which the program will create permanent, full time equivalent job opportunities for persons of low- and moderate- income either through the support of LMI entrepreneurs or the creation of LMI jobs.
- The usefulness and practicality of the entrepreneurial training program.
- The degree to which the program supports a community-approved strategic or comprehensive plan.
- The program's impact on increasing the viability of the "Main Street" business sector and/or targeted industry sectors.
- Demonstration of expertise in technical assistance.
- The degree to which the program is financially and technically feasible.

- Reasonableness of program costs.
- The extent of documentation that supports the timely completion of the proposed activities within the term of the grant agreement. Issues which may hinder timely completion of the program must be addressed prior to award
- Demonstrated assurance of the success of the program
- Capacity to complete activities in a timely & effective manner
- Leveraging and availability of other resources
- CDBG and administrative performance history, if any
- Extent to which activity complements other federal, state, & local programs

HCR staff shall generally apply the criteria noted above when awarding funding for applications received through the Consolidated Funding Application Portal. In addition to the criteria noted above, HCR shall have the discretion to consider additional factors in determining the relative merits of projects.

The capacity of the Applicant to complete activities in a timely manner may impact the evaluation of the application. OCR will review an applicant's program history, beginning with Program Year 2000, to determine whether or not the Applicant has completed and/or made appropriate progress with any and all prior OCR grants including the number of extensions requested to complete a project beyond the specified deadline. **Applicants should only apply for the amount of funding that can be fully expended and the type of activities that can be completed within the specified program completion period of twenty-four (24) months.** Applicants should not proceed with a program that cannot be completed within the specified timeframe or with the assumption that an extension of the project deadline will be considered.

## 1. Post Award

If funding is approved by the HTFC, the recipient must undertake the following prior to the disbursement of funds.

- Participate in a Program Implementation Conference Call arranged by OCR Economic Development staff. All parties involved in the implementation of the program must participate.
- Execute the grant agreement and set up a non-interest bearing bank account specifically for the deposit and disbursement of NYS CDBG funds.
- Conduct an environmental review of the project and complete the environmental review record. Refer to the OCR Grant Administration Manual at <https://hcr.ny.gov/community-development-block-grant-economic-development-program> or additional information on the environmental requirements.
- Submit an Administration Plan prior to the first request for funds

## IV. ELIGIBLE APPLICANTS

Eligible applicants are non-entitlement units of general local government (village, city, town or county), excluding metropolitan cities, urban counties and Indian Tribes that are designated entitlement communities. Non-entitlement areas are generally defined as cities, towns and villages with populations of less than 50,000, except those designated principal cities of Metropolitan Statistical Areas, and counties with populations of less than 200,000. The NYS CDBG program does not provide direct financial assistance to businesses.

### A. Roles and Responsibilities

Recipients assume responsibility for ensuring successful completion of the program; evaluating and selecting activities to be supported; entering into grant agreements with microenterprises; monitoring each microenterprise throughout the term of the grant agreement; and assuring compliance with all local, state and federal laws and regulations. Each Microenterprise Program will be implemented and managed in accordance with the NYS CDBG Grant Agreement, the OCR Grant Administration Manual, and program guidance material located on the OCR website. The Recipient must ensure that all projects are completed and have met the National Objectives within the 24-month term of the grant agreement between the Recipient and the HTFC, represented by OCR.

Each microenterprise must comply with HUD Underwriting Standards, set forth in 24 CFR 570.482(e) and Appendix A to Part 570. It is the responsibility of the Recipient to underwrite each grant application. The purpose of the underwriting is to select microenterprise projects which are financially viable and make the most effective use of NYS CDBG Microenterprise funds. In addition to HUD's underwriting criteria, the grants provided must be underwritten using typical commercial financing underwriting criteria. See Grant

Underwriting Guidelines under section VII of these program guidelines for an overview of the criteria and how to comply.

## V. MICROENTERPRISE PROGRAM DESIGN PLAN

The development of sound policies and procedures and the implementation of a well-designed program are critical to a successful microenterprise program. Applicants proposing microenterprise activities must submit a Program Design Plan that describes how the proposed activities will be implemented. The Program Design Plan should provide a clear and detailed description of the following program elements:

- a. **Eligibility** — Explain who is eligible to participate, the process that will be followed to verify participant eligibility, and what activities are eligible under the program.
- b. **Funding** — Describe the terms and conditions for providing assistance, and the means of securing compliance during the regulatory term.
- c. **Marketing and Supporting Activities** — Describe program marketing and outreach efforts. Summarize any unique program design features or additional administrative support for the program (such as business counseling, job training, etc.) that will increase the likelihood of successful completion.
- d. **Entrepreneurial Training Requirement** — Describe the entrepreneurial assistance or small business training program each microenterprise must complete prior to receiving NYS CDBG Microenterprise funds. See Entrepreneurial Training Requirement under Section VII of this program guide for additional guidance on the training requirement.
- e. **Program Objectives and Impact** — Provide a detailed description of all appropriate quantifiable information and any unique aspects. Examples of quantifiable information are the number of grants to be made, and the number of jobs to be created. Describe how the benefits of the program will be sustained, resulting in long-term benefits.
- f. **Program Oversight and Grant Approvals** — Provide a clear demonstration of the expertise to manage the grant fund program and identify other resources that will be made available to the participants. In addition, describe the grant approval process and a list of individuals who will be involved in the selection and approval process. The Recipient's Microenterprise Grant Committee should be diverse and include qualified individuals from related professions, such as bankers, business owners, attorneys, etc.

## VI. EVALUATION OF ELIGIBLE ACTIVITIES AND ADDITIONAL FUNDING REQUIREMENTS

A microenterprise that lacks access to traditional financing and is struggling to start or grow their enterprise is typically a good candidate for a NYS CDBG Microenterprise Program. Although a business may meet the definition of a microenterprise based on the number of employees, for the purpose of this program the proposed activity or project the microenterprise is undertaking may not qualify as a microenterprise activity. In that event, the Recipient and the Grant Committee must review the proposed activity to determine if it is an effective use of NYS CDBG Microenterprise funds. In addition, Recipients should confer with OCR staff when making such a determination.

### A. Examples of eligible and ineligible uses of NYS CDBG Microenterprise funds

Eligible Uses of Funds:

- Inventory
- Procurement of machinery, furniture, fixtures and equipment
  - *Computers, laptops, phones, and other electronic equipment must be accompanied by a written agreement from business owners verifying that they will ONLY be used for business purposes*
  - *Fixtures and equipment consist of moveable items that have no permanent connection to the structure of a building or utilities. Consult with OCR should you have a question regarding this.*
- Operating capital
- Reimbursement of the cost to attend the required entrepreneurial training program

Ineligible or Restricted Project Activities:

- The repayment of existing debt
- Construction, building or other improvements when Davis Bacon and Related Acts must be applied

- (prevailing wage rate requirements)
- Assistance to a nonprofit
- Reimbursement of costs incurred prior to grant award
- Political or religious activities
- Lobbying any governmental entity
- Advancement of funds
- Purchase and/or lease of a motor vehicle without prior consent from OCR

## **B. Grant Underwriting Guidelines**

Underwriting is a process by which the Recipient of the NYS CDBG funds assesses the eligibility of a potential microenterprise and decides whether the entrepreneur is grant worthy by measuring risk and determining need. The Recipient must, at a minimum, use the underwriting guidelines that meet the requirements set forth in 24 CFR 570.482(e) and Appendix A to Part 570 when evaluating potential microenterprises. The underwriting criteria is designed to support a program that assists microenterprises that could not proceed without CDBG assistance, and to determine whether a proposed CDBG grant is appropriate to assist the microenterprise. The objectives of the underwriting guidelines are to ensure:

- That project costs are reasonable;
- That all sources of project financing are committed;
- That to the extent practicable, CDBG funds are not substituted for non-Federal financial support;
- That the project is financially feasible;
- That to the extent practicable, the return on the owner's equity investment will not be unreasonably high;
- That to the extent practicable, CDBG funds are disbursed on a pro rata basis with other finances provided to the project.

These guidelines provide a framework for financially underwriting and selecting projects which are financially viable and will make the most effective use of CDBG grant funds. NYS CDBG funds cannot be used to substitute other committed funding and the microenterprise must show that without NYS CDBG funding the proposed project could not be completed. Evidence of underwriting must be retained in the project files. In addition, there must be clear evidence that job creation will occur and/or that the owner(s) of the microenterprise qualifies as LMI before a grant is awarded.

**Recipients of past CDBG Microenterprise assistance must have committed at least 85% of any current awards prior to applying for additional funding.**

## **C. Entrepreneurial Training Requirement**

Each microenterprise owner that is awarded a grant must complete an entrepreneurial training class prior to incurring project costs and requesting CDBG grant funds. Owner(s) of the microenterprise must attend the entrepreneurial training. Attendance by the employees does not satisfy this requirement. If the microenterprise is owned and operated by more than one individual, at least one person must complete the training program.

The training requirement must be a classroom-style training that teaches the fundamentals of owning and operating a business. The training program should help entrepreneurs develop business skills. At minimum, the training program should consist of the following elements:

- Developing a business plan
- Legal issues
- Taxes, recordkeeping, accounting
- Financing
- Marketing, advertising
- Employee issues

NYS CDBG Microenterprise training funds cannot be used to subsidize the cost of conducting a training program. **NYS CDBG funds may be used to reimburse the microenterprise business owner(s) for participating in an entrepreneurial training course.** Reimbursement will not occur until the owner has



successfully completed the course and has been awarded a NYS CDBG Microenterprise grant.

OCR will consider waivers of this requirement when a microenterprise owner can document completion of a similar entrepreneurial course(s) within the past 24 months. Requests for Waivers of the entrepreneurial training requirement must be submitted to the OCR for a determination. Recipients should not proceed with an award until a waiver determination has been issued by the OCR.

A request for a waiver must include the following:

- A review of the business's application for the program,
- A letter from the Chief Elected Official requesting an exemption and stating why it is merited,
- The resume of the entrepreneur, and
- Proof of the training program(s) completed and certificates received.

#### **D. Owner Equity Requirement**

Investments of NYS CDBG microenterprise funds must be matched by a minimum of 10% owner equity. The equity contribution must be provided as cash; not to be associated with debt of any kind. Equity must be committed and available to the project at the time of the business application. Documentation of the equity commitment must be kept in the Recipient's files. Project funds cannot be incurred or expended, including equity, prior to the approval of grant award by the Recipient and the Recipient has received OCR's approval of the Request for Release of Funds.

### **VII. DISBURSEMENT OF FUNDS**

The National Environmental Policy Act of 1969 ("NEPA") requires Recipients to conduct an environmental review of their projects and establish a written record of their findings, known as an Environmental Review Record. A Recipient cannot expend or encumber CDBG funds for any activity, except those listed as exempt under 24 CFR 58.34, or which fall under the categorical exclusions set forth in 24 CFR 58.35(b), until a Recipient has completed the environmental and historic requirements. Further, microenterprise project costs must not be incurred prior to the microenterprise successfully completing the required entrepreneurial training requirement and receiving approval of grant award by the Recipient.

NYS CDBG funds are disbursed electronically upon the approval of the request for funds submitted by the Recipient. Funds should be available for withdrawal from the Recipient's CDBG bank account within 1-2 weeks from receipt of the request. Factors such as incomplete or incorrect request for funds will delay the disbursement process. OCR will not disburse funds to a Recipient for a microenterprise until the microenterprise obtains a DUNS number.

In order to substantiate all expenditures, Recipients must obtain copies of invoices for inventory or materials purchased, and cancelled checks from the business owners. Quotes and in-cart documentation from an online vendor are **NOT** accepted. Recipients should refer to of the OCR Grant Administration Manual for guidance on Financial Management. The manual is located at <https://hcr.ny.gov/community-development-block-grant-economic-development-program>

## NOTICE OF PUBLIC HEARING

PUBLIC NOTICE is given that the County of Chemung, New York will hold a public hearing on June 6, 2022 at 6:55 p.m. in the Chemung County Legislative Chambers, 5th Floor, Hazlett Building, 203 Lake Street, in Elmira, New York, for the purpose of hearing public comments and to obtain the views of citizens, public agencies, and other interested parties on the housing and community development needs of the County and eligible Community Development Block Grant (CDBG) activities and to provide the public with an opportunity to comment on the County's proposal to submit a Community Development Block Grant application to the New York State Office of Community Renewal for funding to implement a microenterprise assistance program. A summary of the CDBG program will be presented at the public hearing as well as details regarding the proposed microenterprise program. The hearing facility is handicapped accessible. The County encourages public comment and participation in the identification of needs and in the preparation of the grant application. The hearing is being conducted pursuant to Section 570.486, Subpart I of the Code of Federal Regulations and in compliance with the requirements of the Housing and Community Development Act of 1974, as amended.

Written comments are invited and will be accepted upon delivery to the office of the Chemung County Executive, P.O. Box 588 Elmira, New York 14902. Written comments may also be submitted by e-mail to the Chemung County Planning Commissioner at [kmeindl@chemungcountyny.gov](mailto:kmeindl@chemungcountyny.gov). Written comments must be received by 4:30 o'clock p.m. on June 6, 2022.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution authorizing agreement with Industrial Appraisal Company on behalf of the Chemung County Department of Central Services (RFP-2333 - valuation of County owned real property and building contents)

**Resolution #:** 22-243  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

### Explain action needed or Position requested (justification):

Resolution authorizing agreement with Industrial Appraisal Company for a two-year period to conduct valuation assessments of County owned real property for use in financial reporting, property control, insurance placement, and proof of loss. The contract may be extended for up to two (2) additional two-year periods. In addition to annual revaluations based on County reported asset changes (i.e., additions, deletions, modifications), the contract also provides an option for an on-site inspection and appraisal of buildings and high-value equipment assets (>\$5K). During such an on-site visit, any high-value contents and equipment items would be inventoried and tagged so the County fixed asset database remains current. Industrial Appraisal's bid submission was carefully reviewed and determined to be fully satisfactory in terms of professional competency, capacity and responsiveness.

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">1-24-2022 - County Bids - RFP-2333 - - VALUATION OF CHEMUNG COUNTY OWNED REAL PROPERTY WITH OPTION.pdf</a>	<a href="#">1/24/2022 County Bids - RFP-2333</a>	<a href="#">Cover Memo</a>	3/28/2022

# CHEMUNG COUNTY

# REQUEST FOR PROPOSALS

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**RFP-2333**

**VALUATION OF CHEMUNG COUNTY OWNED REAL PROPERTY  
WITH OPTION FOR VALUATION OF BUILDING CONTENTS**

**2022**



**Submitted by Chemung County Purchasing Department, 203 Lake Street, Elmira, NY 14901**

**2/3/2022**

**Chemung County Purchasing Department**  
John H. Hazlett Building – 2<sup>nd</sup> Floor  
203 Lake Street PO Box 588  
Elmira, NY 14901  
**FX: 607-737-2073**

**NOTICE IS HEREBY GIVEN**, that sealed proposals are sought and requested by the County of Chemung for the performance of the following professional contract:

**RFP-2333 - VALUATION OF CHEMUNG COUNTY OWNED REAL PROPERTY  
WITH OPTION FOR VALUATION OF BUILDING CONTENTS**

The sealed proposals will be received in the Chemung County Purchasing Department, Second Floor, John H. Hazlett Building, 203 Lake Street, Elmira, New York 14901, until **1:45 P.M. on February 24, 2022.**

**Please take note:**

The Purchasing Office is **not open** from 12:00 Noon to 1:00 P.M. daily.

The Purchasing Office receives one daily US Mail delivery **after 2:00 P.M.**

Any proposal received by the Purchasing Office **after 1:45 P.M. on the due date will not be considered.**

Bid proposals must be submitted in **duplicate** (one original and one (1) exact copy)

The County of Chemung reserves the right to accept or reject any and all bids submitted and to waive any informality.

The County of Chemung officially distributes bidding documents through the Empire State Purchasing Group at [www.EmpireStateBidSystem.com](http://www.EmpireStateBidSystem.com). Bid documents will be available on the website on or after Thursday, February 3, 2022. Vendors must first register for either the free service or the paid service at that site. The paid service **is not required** to obtain our bids. After registration, click on *Chemung County/City of Elmira* from the list of participating agencies; click on the *title of the bid* or search the NIGP codes. Copies from any other source are not considered official copies. Only those proposers who obtain bidding documents from the Empire State Purchasing Group are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Empire State Purchasing Group, it is recommended that you obtain an official copy by registering with this service.

By:  
Tricia A. Wise, NIIGP-CPP, CPPO, CPPB  
Purchasing Director  
Chemung County-City of Elmira

# INFORMATION FOR PROPOSERS

## SECTION 1 - CONDITIONS OF WORK

**1.01 Receipt and Opening of Proposals:** The County of Chemung, New York (herein called the Owner) invites Proposals on the form attached hereto. Each proposer shall submit his/her proposal in a sealed envelope which shall bear thereon the following inscription:

**PROPOSAL FOR:  
RFP-2333 - THE VALUATION OF CHEMUNG COUNTY OWNED REAL PROPERTY**

And either mail or deliver the same in person to the address specified in the Notice of Proposers. The outside of the proposal envelope must bear the name and address of the company submitting the proposal.

Included in the proposal (**one original and one exact copy**) shall be:

All required submissions listed in Section 1.02 D;  
Vendor Certification;  
Regret Letter (If No Bid);  
Non-Collusive Form;  
Waiver of Immunity;  
Iranian Energy Divestment Certification;  
Certification of Sexual Harassment;

The original proposal document shall be **clearly marked "ORIGINAL"**. If any discrepancy exists between the original document and the copy, the original document **shall be binding.**

The Owner may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any or all proposals. Any proposal may be withdrawn prior to the scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified will not be considered. No proposal may be withdrawn within forty-five days after actual date of the opening thereof.

Proposals delivered prior to the day the proposals are due will be deemed received upon the day of the actual opening of the proposals and will be retained in the interim only as a courtesy to the Proposer.

**1.02 Scope of Work:** See Section 1.02.

**1.03 Commencement of Work:** Upon execution and delivery of the Contract and insurance certificates by the Contractor to the Owner and the approval thereof by the Owner's attorney, the Contractor will be notified to proceed with the work of the Contract.

**1.04 Taxes:** The County of Chemung is a municipal corporation and is exempt from all sales tax.

**1.05 Contractor's Insurance:** The Proposer, at their own expense, shall procure and maintain, until final acceptance by the Owner of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State covering all operations under the Contract whether performed by the Contractor or by sub-contractor. Before commencing the work, the Contractor and each sub-contractor shall furnish to the Owner one duplicate original policy together with two certificates of insurance for each of the kinds of insurance required satisfactory in form to the Owner showing that the Contractor and each sub-contractor has complied with this Section. The policies and certificates shall provide that the policies shall not be changed or cancelled until 15 days after written notice to the Owner.

**Owner is to be named as an additional insured on a primary basis** on all policies including completed operations with the exception of workers' compensation and a certificate of insurance will be provided within

48 hours of request by owner. All certificates of insurance will provide 30 days notice to owner of cancellation or non-renewal. Contractor waives all rights of subrogation against owner and will have all policies endorsed setting forth this waiver of subrogation.

All insurance coverages required to be purchased and maintained by the Contractor under this Agreement shall be primary for the defense and indemnification of any action or claim asserted against the County and/or the Contractor for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies that may be to the contrary.

Should the Contractor's insurance be written on claims made basis, the CONTRACTOR agrees to maintain coverage for claims arising from services rendered during the term of this Agreement, but submitted after the termination of this Agreement. If necessary, CONTRACTOR will purchase "tail coverage" to meet the financial obligation of this Agreement and instruct its insurer to send the County a Certificate of Insurance as evidence of the coverage required by this paragraph.

The kinds and amounts of insurance are as follows:

**A. PROFESSIONAL LIABILITY INSURANCE:** In satisfaction of the insurance requirements of this Agreement, CONTRACTOR is required to procure and maintain **PROFESSIONAL LIABILITY INSURANCE** in the sum of at least **ONE MILLION DOLLARS (\$1,000,000.00)** and **GENERAL LIABILITY INSURANCE IN THE SUM OF AT LEAST ONE MILLION DOLLARS (\$1,000,000.00)**

CONTRACTOR is further required to furnish copies of proof of said coverages in Certificates of Insurance naming the COUNTY as an additional insured with respect to the general liability policy. These Certificates of Insurance must include the term of this Agreement or CONTRACTOR shall, on or before thirty (30) days of the expiration date of the above insurance, provide the COUNTY with a Certificate of Insurance with the same coverage for the balance of the term of this Agreement.

Any required insurance will be in companies authorized to do business in New York State, covering all operations under this Agreement, whether performed by the CONTRACTOR or by subcontractors.

All insurance coverage required to be purchased and maintained by the CONTRACTOR under this agreement shall be primary for the defense and indemnification of any action or claim asserted against the COUNTY and/or the CONTRACTOR for work performed under this Agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

Should the Contractor's insurance be written on claims made basis, the CONTRACTOR agrees to maintain coverage for claims arising from services rendered during the term of this Agreement, but submitted after the termination of this Agreement. If necessary, CONTRACTOR will purchase "tail coverage" to meet the financial obligation of this Agreement and instruct its insurer to send the County a Certificate of Insurance as evidence of the coverage required by this paragraph.

**B. AUTOMOBILE INSURANCE:** Automobile public liability and property damage insurance covering all claims against the Contractor, each sub-Contractor and the Owner, as a result of work under the Contract, shall be provided by the Contractor in the following amounts:

**COMBINED SINGLE LIMIT OF \$ 1,000,000.00**

**C. STATE PROVISIONS - WORKERS' COMPENSATION:** Pursuant to Section 108 of the General Municipal Law, it is stipulated that the Contractor shall at all times during the life of this Contract provide adequate Workers' Compensation at his own cost and expense, and this Contract shall be void and of no effect unless the said Contractor shall secure compensation for the benefit of, and keep insured during the life of said Contract, such employees in compliance with the provisions of Chapter 41 of the Laws of 1914, as amended.

**1.06 Indemnification Clause:** The Contractor agrees to defend, indemnify and hold harmless the County, its officers and agents, to the fullest extent permitted by applicable law, against all liability, judgments, costs, and expenses upon any claims arising from the negligence of the Contractor, its agents, officers or employees, in performing the work under this Agreement.

**1.07, 1.08, 1.09:** Not applicable

**1.10 Executory Clause:** It shall be understood by and between the parties that this agreement shall be deemed executory to the extent of the monies available to the County of Chemung for said purposes and no liability on account thereof shall be incurred by the County of Chemung beyond monies available for said purposes.

**Cancellation:** This Contract may be terminated by the County of Chemung, with written notice being given to the Contractor 30 days prior to cancellation and said agreement shall be null and void and have no further effect 30 days after the Contractor's receipt of said written notice from the County.

**1.11 Contractor Status:** The relationship of the Contractor to the County of Chemung shall be that of an independent Contractor. That the said Contractor in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as nor claim to be an officer or employee of the County of Chemung by reason thereof and that it will not by reason thereof, make any claim, demand, or application to or for any rights, or privilege applicable to an officer or employee of the County of Chemung, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credits.

**1.12 Pertaining to General Municipal Law:** The Contractor shall agree that Sections 103-a and 103-b of the General Municipal Law relative to ground for cancellation of Contract by municipal corporation, and disqualification to contract with municipal corporations, are made parts hereof as though fully set forth herein.

**1.13 Specification Discrepancy:** Should a discrepancy be found in, or omissions from the specifications, requirements for contract, or bid proposal form, or should the bidder be in doubt as to their meaning, they shall at once, no later than seven days prior to submission of Proposal, notify the Purchasing Director in writing who will send written Addenda to all bidders where necessary. The County of Chemung will not be responsible for any oral instructions.

**1.14 Assignment and Subletting:** The Contractor shall not assign, transfer, sublease, pledge, hypothecate, surrender, or otherwise encumber or dispose of this Contract or any estate created by this Contract, or any interest in any portion of the same, or permit any other person or persons, company or corporation to perform, without the written consent of the County first being obtained.

**1.15 Non-waiver:** Any waiver of any breach of covenants herein contained to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

**1.16 Default:** Provided always, these entire agreements are upon this condition, that if Contractor shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failure or neglect shall continue for a period of not less than seven (7) days after the County has notified Contractor in writing of Contractor's default hereunder and the Contractor has failed to correct such default within said seven (7) days, or if Contractor shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors, then in either of said cases or events, the County, or those having its estate in the premises, lawfully may, at its option, immediately or at any time thereafter without demand or notice, cancel the whole and expel Contractor and those claiming by, through or under Contractor, and remove Contractor and their effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used.



**1.17 Rejection or Acceptance:** The right is reserved by the County to waive any irregularities or informalities in any proposal, to reject any or all proposals, to re-advertise for proposals if desired, and to accept the proposal which, in the judgment of the County is deemed the most advantageous for the public and the County. Any proposal which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the proposal. In the event of default of the successful applicant, or his refusal to enter into a contract with the County, the County reserves the right to accept the proposal of any other applicant without necessity of re-advertisement.

**1.18 License Requirement:** Contractor shall agree to maintain continuously applicable state, county, city and federal licenses. The County of Chemung reserves the right to investigate thoroughly the finances, character, experience and record of each proposer and the final award will consider these aspects with the actual proposal. The company submitting the proposal shall fully cooperate in providing information necessary to facilitate the investigation herein stated above.

**1.19 Contract Period:** See Specifications/Scope of Work Section 1.02.

**1.20 Limitations to Liability:** Chemung County does not assume responsibility or liability for costs incurred by proposers responding to the Request For Proposal (RFP) or to any subsequent requests for interviews, additional data, etc.

**1.21 Equal Opportunity Employment:** Attention of Proposers is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition, carrier status or marital status.

**1.22 Compliance with Law:** The Contractor/Proposer agrees to comply with and fulfill all laws, orders, ordinances, rules and requirements of Federal, State, City, County or other applicable governmental authority; all applicable OSHA and New York State Labor rules, regulations, and statutes. Chemung County is a Municipal Separate Storm Sewer System (MS4) entity, and its MS4 operators together with third party entities are required to meet the storm water discharge regulations of its Storm Water Management Plan (SWMP). The bidder is advised it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards.

**1.23 Iranian Energy Sector Divestment:**

1. Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)."

Chemung County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County of Chemung has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Chemung would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

#### **1.24 NEW YORK STATE SEXUAL HARASSMENT LAWS**

By submission of this Bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

#### **1.25 EXTENSION OF CONTRACT TO OTHER GOVERNMENT ENTITIES:**

Under NYS General Municipal Law Section (103), subdivision (3), it is the intent of this Request For Proposals that all political subdivisions, and districts located in the State of New York, be entitled to contract for services from the resulting award. Each participating entity shall be billed by and make payment directly to the successful offeror. In the event of a failure or breach in performance of any such contract by a participating entity or the successful offeror, Chemung County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this RFP.

## **SECTION 1.02 RFP-2333 VALUATION OF CHEMUNG COUNTY OWNED REAL PROPERTY WITH OPTION FOR VALUATION OF BUILDING CONTENTS**

### **A. BACKGROUND AND INTENT**

1. **The County of Chemung** is seeking proposals for the valuation of County owned real property as listed in "Schedule A" for use in its financial reporting, property control, insurance placement, and proof of loss. Proposers shall provide prices for professional services as indicated on page 11 of the Form for Submission of Proposal.
2. **It is the intent of** the County of Chemung, in its sole discretion and to serve its best interests, may opt to award the base proposal only, or the base proposal plus either or both of the options. The County also reserves the right to award a separate contract for Option # 2. The successful Contractor shall execute a contract with the County in compliance and conformance with this proposal document within fifteen days of award by the Chemung County Legislature. The final contract shall be subject to the approval of the County Attorney.

### **B. TERM OF CONTRACT**

1. **A contract resulting** from this solicitation shall be for a period of two (2) years. The original two year term shall begin on date of the contract execution which will be within ten (10) business days of award by the Chemung County Legislature.
2. **The contract may** be extended for up to two (2) additional two (2) year terms. Any contract extensions shall be upon mutual agreement between the County and the successful contractor and are subject to the approval of the Chemung County Legislature.

### **B. SUBMISSION OF PROPOSALS:**

1. Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.
2. Submission of any proposal indicates acceptance of all the conditions contained in the RFP.
3. The County of Chemung reserves the right to reject any and all proposals in whole or in part and to waive any and all informalities, if its best interests would be served thereby.
4. All proposals shall remain valid until the execution of a Contract by the County.
5. Proposals shall be evaluated by the County and will be based upon the following criteria:
  - a. Proposer's demonstrated capabilities and professional qualifications.
  - b. Total proposed cost
  - c. Professional experience
  - d. Financial qualifications
6. Proposal Prices: Proposers shall provide prices per property group as listed on page 11 of the "Form for Submission of Proposal". Proposers must provide prices for the base proposal (Real Property Valuation) and Option # 1 (Real Property Valuation annual up-date). Proposers may provide a price for Option # 2.

The County, in its sole discretion, may elect to award the Base Proposal only, or the Base Proposal plus Option #1 and/or Option # 2. The County also reserves the right to award a separate contract for Option # 2.

- a. **Option # 1:** Provide prices to update property valuations annually after completion and County acceptance of the base proposal work. Option # 1 up-date work shall be completed within ninety (90) days of the first anniversary of the base proposal work completion and acceptance date. Payment shall be made for Option # 1 work upon completion and County acceptance of the up-dated real property valuation reports. The up-dated reports shall be in the same format as specified in Section 1.02 – F.3.c.
- b. **Option # 2:** Provide prices for the appraisal of all county owned personal property contained within the real property, exclusive of automobiles and mobile equipment typically insured on “Floater” policies. **The price for Option # 2** shall reflect a five thousand (\$5,000.00) dollar per item threshold, above which will entail a specific appraisal calculation, and below which will be assigned a grouped value of all items below the threshold within the property.

#### **D. MINIMUM QUALIFICATIONS**

1. The successful proposer and any assigned staff shall be licensed by the State of New York to perform the contract work.
2. The successful proposer shall have a minimum of ten (10) current years of experience in the valuation of commercial and/or governmental real property.
3. The successful proposer shall have successfully completed a minimum of five (5) projects of similar size and scope as the work described in this document.
4. The successful proposer shall be financially solvent and have the means to complete all required contract work without pre-payments.
5. The successful proposer shall have adequate, licensed staff to perform all contract work within the contract time.

#### **E. SUBMITTALS:**

1. Provide a brief history of your firm, including all names and business addresses under which your firm has operated.
2. Identify the professional staff members who would be performing the work, listing their qualifications, experience, and license information.
3. Provide references from the five (5) latest projects of similar size and scope to this project, including the contract manager name, address, telephone, and fax numbers.
4. Provide your firm’s latest audited annual financial statement (Confidential).
5. Provide proof of all minimum qualifications listed in **Section 1.02 – D**.
6. In addition, the County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) days of request, all such information and data for this purpose as may be requested. The County reserves the right to reject any proposals if the evidence submitted by or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work therein.

## **F. SCOPE OF SERVICES:**

1. Provide valuations of all buildings listed on attached “**Schedule A**”, pages **A.1 through A5**.
2. Provide the County with a comprehensive real property record for each parcel as follows:
  - a. Property name, location, tax ID
  - b. Square footage
  - c. Condition
  - d. Status
  - e. Normal useful life
  - f. Actual cash value
  - g. Replacement value
  - h. Functional replacement value as defined in the Insurance Services Office Form Number CP0438.
3. The services provided by the Contractor shall include, but are not limited to:
  - a. Inspecting property and property records and interviewing key personnel to ensure a complete valuation.
  - b. Preparing a comprehensive narrative report describing the scope, procedures, and definitions used in the service performed.
  - c. Provide one (1) complete final report in hard copy including all specified requirements listed in Section 1.02-F, and a corresponding computer file in MS Excel or PDF format.
4. All contract work, including final reports, shall be completed within ninety (90) days of the contract execution date.

## **G. SELECTION OF CONTRACTOR:**

1. **Any contract resulting** from this solicitation will be awarded to the responsive and responsible proposer whose proposal, in the sole discretion of Chemung County, best conforms to the solicitation and will most effectively meet the needs of ELM. Any award will be by the Chemung County Legislature.
2. **The County** will take into consideration the level of effort, technical quality, and responsiveness to the **Scope of Contract Services**. Other factors which the Selection Committee will take into account in recommending a contractor shall include but not be limited to:
  - a. **30% Responsiveness** of proposer in identifying and addressing the needs of the County related to the scope of services to be provided;
  - b. **20% Specific knowledge** and expertise in working in public buildings and high security environments;
  - c. **20% Overall qualifications** and experience;
  - d. **15% Key personnel** assigned to the project;
  - e. **15% Price** proposal.

**H. CONTACT PERSON:** All inquiries with respect to this Request for Proposals shall be submitted in writing to:

Tricia A. Wise, Purchasing Director  
[twise@chemungcountyny.gov](mailto:twise@chemungcountyny.gov)

Proposal modifications will be addressed by written Addenda issued by the Purchasing Department. Oral or other interpretations or clarifications will be without legal effect.

## **ATTACHMENT A - CHEMUNG COUNTY STATEMENT OF VALUES**

### **AIRPORT**

1-1	Administration Building & terminal	A.	56,364,435
2401	276 Sing Sing Rd., Horseheads, NY 14845	B.	1,727,438
1-2	Crash Fire Rescue Bldg.	A.	660,558
2402	276 Sing Sing Rd., Horseheads, NY 14845	B.	102,785
1-3	Electric Vault Building	A.	168,630
2403	276 Sing Sing Rd., Horseheads, NY 14845	B.	0
1-4	Fixed Base Operator Office and Hangar #1	A.	1,504,188
2404	276 Sing Sing Rd., Horseheads, NY 14845	B.	0
1-8	Fixed Base Operator Office and Hangar #2	A.	1,271,250
2405	276 Sing Sing Rd., Horseheads, NY 14845	B.	0
1-5	Airport Maintenance & Storage	A.	1,734,194
2406	276 Sing Sing Rd., Horseheads, NY 14845	B.	123,894
1-6	Airport Service Equip. Bldg.	A.	308,820
2407	276 Sing Sing Rd., Horseheads, NY 14845	B.	3,239
1-7	FBO Main Hangar Building	A.	1,359,029
2408	276 Sing Sing Rd., Horseheads, NY 14845	B.	0
1-16	Airport T Hangar A - 10 Place	A.	1,177,871
2409	276 Sing Sing Rd., Horseheads, NY 14845	B.	0
1-14	Throughout - Telephone System & EDP	A.	42,380
2498	276 Sing Sing Rd., Horseheads, NY 14845	B.	2,400,000

Department	Loc # IAC # (1)	Description Address	Item (2)	Replacement Cost (3)
	1-15	Yard & Outside at 276 Sing Sing Rd., Horseheads, NY		
	2499	Passenger Canopies	A.	142,336
	2499	Machinery & Equipment	Y.	112,652
	2499	Sign, Flagpoles, Fencing & Lighting	Y.	1,393,929
	2499	Runway lights	Y.	371,777
	62-1	Car Rental Facility	A.	379,399
	2410	Yawger Rd., Horseheads, NY 14845	B.	0
	1-9	Airport T Hangar - 6 Place #1	A.	158,873
	2401a	276 Sing Sing Rd., Horseheads, NY 14845	B.	0
	1-10	Airport T Hangar - 6 Place #2	A.	158,873
	2401b	276 Sing Sing Rd., Horseheads, NY 14845	B.	0
	1-11	Airport T Hangar - 6 Place #3	A.	158,873
	2401c	276 Sing Sing Rd., Horseheads, NY 14845	B.	0
	1-13	Above ground fuel farm - tanks & piping	A.	737,687
	2401e	276 Sing Sing Rd., Horseheads, NY 14845	B.	0
	1-17	Electric Vault Building	A.	252,500
	2401f	276 Sing Sing Rd., Horseheads, NY 14845	B.	0
	68-1	Display Hangar	A.	6,822,673
	2501	17 Aviation Drive, Horseheads, NY 14845	B.	0
<b>Airport Total</b>				<b>79,638,283</b>

Department	Loc # IAC # (1)	Description Address	Item (2)	Replacement Cost (3)	
DOWNTOWN ELMIRA	7-1	Court House	A.	\$7,789,286	*
	0101	224 Lake St., Elmira, NY 14901	B.	31,249	
	6-1	Clerk's Office & Data Processing	A.	5,762,008	*
	0201	210 Lake St., Elmira, NY 14901	B.	466,588	
	8-1	District Attorney's Bldg.	A.	1,934,518	*
	0301	226-228 Lake St., Elmira, NY 14901	B.	164,231	
	2-1	Hazlett Building	A.	11,999,912	
	0401	203-207 Lake St., Elmira, NY 14901	B.	462,687	
	11-1	Treasurer's Building	A.	2,715,040	
	0501a	167-171 Lake St., Elmira, NY 14901	B.	261,611	
	4-1	Justice Building	A.	5,993,593	
	0601	203-209 William St., Elmira, NY 14901	B.	499,563	
	14-1	Maintenance, Storage & Sheriff Garage	A.	71,729	
	0601a	Rear 222 Lake St., Elmira, NY 14901	B.	95,975	
	3-1	Jail	A.	22,531,577	
	0701	211 William St., Elmira, NY 14901	B.	1,264,780	
	0799	Flagpole & Fencing	Y.	46,246	
	24-1	Human Resources Center	A.	28,375,570	
	0801	425 Pennsylvania Ave., Elmira, NY 14904	B.	2,654,127	
	0899	Flagpole	Y.	12,923	
	24-2	Storage Building	A.	71,163	
	0802	Rear 425 Pennsylvania Ave., Elmira, NY 14904	B.	16,277	
	26-1	Nursing Facility and Health Department	A.	0	(4)
	0901	103 Washington St., Elmira, NY 14901	B.	2,600,336	
	0999	Flagpole, Fencing, Lighting	Y.	142,387	
	9-1	Environmental Health Center	A.	801,057	
	1001	601-611 John St., Elmira, NY 14901	B.	137,769	
	10-1	Transit Department Building	A.	2,849,434	
	1101	1201 Clemens Center Parkway, Elmira, NY 14901	B.	16,646	
	1199	Flagpole, Fencing, Lighting	Y.	52,282	
	16-1	Intermodal Transportation Center	A.	1,257,689	
	1201	100 E. Church St., Elmira, NY 14901	B.	0	
	15-1	911 Communications Center	A.	0	
	1301	315 E. Church St., Elmira, NY 14901	B.	13,380,777	
	5-1	Historical Museum	A.	5,313,124	*
	1401	415 E. Water St., Elmira, NY 14901	B.	0	
	1499	Lighting	Y.	31,969	
	20-1	Board of Elections Office	A.	1,090,098	
	1801	378 S. Main St., Elmira, NY 14904	B.	405,045	
	12-1	Building & Grounds Department	A.	1,504,430	
	1901	217 Madison Ave., Elmira, NY 14901	B.	278,319	
	58-1	Public Defender's Office	A.	510,595	
	2001a	163 Lake St., Elmira, NY 14901	B.	72,509	
	59-1	Child Advocacy Office	A.	0	
	2001b	304 Hoffman St., Elmira, NY 14905	B.	131,980	
	70-1	318 Madison Ave, Elmira, NY 14901	A.	0	
	70a	DSS Office	B.	5,510	
	<b>Downtown Elmira Total</b>			<b>123,802,609</b>	

Department	Loc # IAC # (1)	Description Address	Item (2)	Replacement Cost (3)
FAIRGROUNDS	17-2	Grandstand & Bleachers	A.	1,255,609
	2802	170 Fairview Road, Horseheads, NY 14845	B.	0
	2899	Fencing	Y.	22,594
	17-22	Stage	A.	61,560
	2803	170 Fairview Road, Horseheads, NY 14845	B.	0
	17-23	Judge's Stand	A.	5,021
	2804	170 Fairview Road, Horseheads, NY 14845	B.	0
	17-1	Pavilion	A.	62,157
	2802a	170 Fairview Road, Horseheads, NY 14845	B.	0
	17-3	4-H Building	A.	200,529
	2802b	170 Fairview Road, Horseheads, NY 14845	B.	29,662
	17-4	Caretakers Building	A.	110,288
	2802c	170 Fairview Road, Horseheads, NY 14845	B.	0
	17-5	Ladies Building (Octagon)	A.	70,186
	2802d	170 Fairview Road, Horseheads, NY 14845	B.	0
	17-6	Concession Buildings (2)	A.	100,262
	2802e	170 Fairview Road, Horseheads, NY 14845	B.	0
	17-7	Holstein Breeders Assoc. Barn	A.	160,422
	2802f	170 Fairview Road, Horseheads, NY 14845	B.	0
	17-8	Pole Barn	A.	160,422
	2802g	170 Fairview Road, Horseheads, NY 14845	B.	0
	17-9	Horse Barn	A.	170,449
	2802h	170 Fairview Road, Horseheads, NY 14845	B.	0
	17-10	Horse Barn	A.	80,208
	2802i	170 Fairview Road, Horseheads, NY 14845	B.	0
	17-11	Horse Barn	A.	110,288
	2802j	170 Fairview Road, Horseheads, NY 14845	B.	0
	17-12	Horse Barn	A.	170,449
	2802k	170 Fairview Road, Horseheads, NY 14845	B.	0
	17-13	Horse Barn	A.	80,208
	2802l	170 Fairview Road, Horseheads, NY 14845	B.	0
	17-14	Horse Barn	A.	80,208
	2802m	170 Fairview Road, Horseheads, NY 14845	B.	0
	17-15	Horse Barn (Pole Barn)	A.	402,540
	2802n	170 Fairview Road, Horseheads, NY 14845	B.	0
	17-16	Toilet Building (W. Grandstand)	A.	150,393
	2802o	170 Fairview Road, Horseheads, NY 14845	B.	0
	17-17	Toilet Building (Picnic Area)	A.	100,261
	2802p	170 Fairview Road, Horseheads, NY 14845	B.	0
	17-18	Cattle Barn (4-H)	A.	170,449
	2802q	170 Fairview Road, Horseheads, NY 14845	B.	0
	17-19	Sheep & Swine Barn	A.	80,208
	2802r	170 Fairview Road, Horseheads, NY 14845	B.	0
	17-20	Poultry Building	A.	90,237
	2802s	170 Fairview Road, Horseheads, NY 14845	B.	0
	17-21	Horse Arena	A.	250,660
	2802t	170 Fairview Road, Horseheads, NY 14845	B.	0
	17-24	K-9 Building	A.	397,038
	2802u	170 Fairview Road, Horseheads, NY 14845	B.	0
	17-25	Log Cabin	A.	230,225
	2802v	170 Fairview Road, Horseheads, NY 14845	B.	0
	17-26	Agricultural Society Building	A.	62,333
	2805	170 Fairview Road, Horseheads, NY 14845	B.	0
<b>Fairgrounds Total</b>				<b>4,864,866</b>



HARRIS HILL

18-10 2601	Soaring Visitors & Operations Center 51 Soaring Hill Dr., Elmira, NY 14903	A. B.	97,583 0
18-9 2602	National Soaring Museum 51 Soaring Hill Dr., Elmira, NY 14903	A. B.	6,051,724 0
18-6 2603	Glider Hangar #2 599 Harris Hill Rd., Elmira, NY 14903	A. B.	301,794 0
18-17 2604	Youth Bureau, Parks Office, Visitor Center Harris Hill Rd., Big Flats, NY 14814	A. B.	637,223 81,209
18-1 2605	Youth Camp Recreation Building 599 Harris Hill Rd., Elmira, NY 14903	A. B.	293,357 39,113
18-13 2606	Outing Center Harris Hill Rd., Big Flats, NY 14814	A. B.	116,066 16,553
18-20 2607	Outing Center - Recreation Building Harris Hill Rd., Big Flats, NY 14814	A. B.	33,180 3,101
18-21 2608	Outing Center - Pavilion Harris Hill Rd., Big Flats, NY 14814	A. B.	76,225 0
18-4 2609	Bath House 599 Harris Hill Rd., Elmira, NY 14903	A. B.	294,461 14,339
18-5 2610	Pool Chlorination Building 599 Harris Hill Rd., Elmira, NY 14903	A. B.	123,582 4,374
18-3 2611	Swimming Pool & Equipment 599 Harris Hill Rd., Elmira, NY 14903	A. B.	587,160 0
18-22 2612	Training Pool Harris Hill Rd., Big Flats, NY 14814	A. B.	92,719 0
18-16 2613	Maintenance & Storage Building Harris Hill Rd., Big Flats, NY 14814	A. B.	304,142 16,775
18-8 2614	Restroom Building 599 Harris Hill Rd., Elmira, NY 14903	A. B.	350,458 0
18-2 2615	Five-Car Garage 599 Harris Hill Rd., Elmira, NY 14903	A. B.	30,924 0
18-12 2616	Water Tank Harris Hill Rd., Big Flats, NY 14814	A. B.	131,924 0
18-23 2699	Yard & Outside at Harris Hill Rd., Town of Big Flats, NY Equipment	B.	73,117
2699	Sign, Fencing, Lighting & Flagpole	Y.	36,456
18-7 2601a	Frame Dwelling (Caretaker's Home) Glider Field Rd., Big Flats, NY 14814	A. B.	132,025 0
18-11 2601b	Soaring Museum Storage Bldg. 51 Soaring Hill Dr., Elmira, NY 14903	A. B.	143,461 0
18-14 2601c	Cabin #6 (Men's Toilet Building) Harris Hill Rd., Big Flats, NY 14814	A. B.	14,347 0
18-15 2601d	Cabin #7 (Women's Toilet Building) Harris Hill Rd., Big Flats, NY 14814	A. B.	14,347 0

Department	Loc # IAC # (1)	Description Address	Item (2)	Replacement Cost (3)
	18-18 2601e	Storage Building Harris Hill Rd., Big Flats, NY 14814	A. B.	122,968 0
	18-19 2601f	Playground Equipment Harris Hill Rd., Big Flats, NY 14814	Y.	171,301
	71-1	Pump Station (for Harris Hill) Suburban Drive, Big Flats, NY 14814	A. B.	82,188 162,101
<b>Harris Hill Total</b>				<b>10,650,297</b>

Department	Loc # IAC # (1)	Description Address	Item (2)	Replacement Cost (3)
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# HIGHWAY

19-6	Office Building (Highway & Civil Def.)	A.	564,150
2301	803 Chemung St., Horseheads, NY 14845	B.	170,601
19-1	Garage #1	A.	1,627,724
2302	803 Chemung St., Horseheads, NY 14845	B.	322,913
19-2	Garage #2	A.	282,103
2303	803 Chemung St., Horseheads, NY 14845	B.	117,784
19-3	Garage #3	A.	206,159
2304	803 Chemung St., Horseheads, NY 14845	B.	2,104
19-4	Storage Shed	A.	76,303
2305	803 Chemung St., Horseheads, NY 14845	B.	0
19-5	Salt & Sand Storage	A.	266,432
2301a	803 Chemung St., Horseheads, NY 14845	B.	0
19-13	Throughout - Telephone system	A.	23,418
2398	803 Chemung St., Horseheads, NY 14845	B.	0
19-13	Yard & Outside at 803 Chemung St., Horseheads, NY		
2399	Fuel System	B.	75,847
2399	Flagpole, Fencing & Lighting	Y.	26,039
19-7	Soil & Water Conservation Quanset Hut	A.	92,784
2301b	803 Chemung St., Horseheads, NY 14845	B.	0
19-9	Gas Meter House (Masonry)	A.	4,098
2301d	803 Chemung St., Horseheads, NY 14845	B.	0
19-10	Sand / Gravel Storage	A.	153,710
2301e	803 Chemung St., Horseheads, NY 14845	B.	0
19-11	Sand / Gravel Storage	A.	31,159
2301f	803 Chemung St., Horseheads, NY 14845	B.	0
19-12	Soil & Water Conservation Office & Garage	A.	611,136
2301g	803 Chemung St., Horseheads, NY 14845	B.	0
19-14	Soil & Water Conservation Sawmill	A.	100,207
2301h	803 Chemung St., Horseheads, NY 14845	B.	0
19-15	Soil & Water Coverall Quanset Hut	A.	84,190
2306	803 Chemung St., Horseheads, NY 14845	B.	0
19-16	Truck Cold Storage Building	A.	263,095
2307	803 Chemung St., Horseheads, NY 14845	B.	0
<b>Highway Department Total</b>			<b>5,101,956</b>

**MISCELLANEOUS**

60-1	Communication Equipment at WETM Tower	A.	0
60a	Television Road, Big Flats, NY 14814	B.	372,566
61-1	339 Daniel Zenker Dr., Horseheads, NY 14845	A.	3,176,846
61a	Museum	B.	0
61-2	339 Daniel Zenker Dr., Horseheads, NY 14845	A.	779,755
61b	Storage	B.	0
63-1	256 Latta Brook Industrial Park Road, Elmira, NY 14903	A.	742,271
63a	Fire Training Facility	B.	0
65-1	235 N. Chemung Rd., Breesport, NY 14816	A.	117,913
65a	Training & Storage	B.	9,204
69-1	3300 Chamber Rd S, Suite C-19, Horseheads, NY 14845	A.	0
69a	Sheriff Satellite Office	B.	11,023
<b>Miscellaneous Total</b>			<b>5,209,578</b>

**PARK STATION**

23-1	Bath House	A.	351,254
2701	2 W. Beaver Pond Rd., Erin, NY 14838	B.	11,737
23-2	Maintenance Building	A.	124,121
2702	2 W. Beaver Pond Rd., Erin, NY 14838	B.	50,021
23-12	Lift Station No. 1	A.	42,445
2703	2 W. Beaver Pond Rd., Erin, NY 14838	B.	29,674
23-13	Lift Station No. 2	A.	42,445
2704	2 W. Beaver Pond Rd., Erin, NY 14838	B.	36,982
23-14	Yard & Outside at Beaver Pond Rd., Erin, NY 14838		
2799	Equipment	B.	145,087
2799	Fencing & Sign	Y.	454,847
23-3	Toilet Building	A.	122,968
2701a	2 W. Beaver Pond Rd., Erin, NY 14838	B.	0
23-4	Wash House	A.	225,441
2701b	2 W. Beaver Pond Rd., Erin, NY 14838	B.	0
23-5	Control Station	A.	21,255
2701c	2 W. Beaver Pond Rd., Erin, NY 14838	B.	0
23-6	Caretaker's House	A.	174,204
2701d	2 W. Beaver Pond Rd., Erin, NY 14838	B.	0
23-7	Concession & Refreshment Stand	A.	56,824
2701e	2 W. Beaver Pond Rd., Erin, NY 14838	B.	0
23-8	Pavilion	A.	52,566
2701f	2 W. Beaver Pond Rd., Erin, NY 14838	B.	0
23-9	Pavilion	A.	51,236
2701g	2 W. Beaver Pond Rd., Erin, NY 14838	B.	0
23-10	Boat Rental Building	A.	10,250
2701h	2 W. Beaver Pond Rd., Erin, NY 14838	B.	0
23-11	Restroom Facility	A.	61,483
2701i	2 W. Beaver Pond Rd., Erin, NY 14838	B.	0
23-15	Lakefront Playground		
2701j	2 W. Beaver Pond Rd., Erin, NY 14838	Y.	124,945
23-16	Campground Playground		
2701k	2 W. Beaver Pond Rd., Erin, NY 14838	Y.	25,121
23-17	Walk Bridge #1		
2701l	2 W. Beaver Pond Rd., Erin, NY 14838	Y.	27,804
23-18	Walk Bridge #2		
2701m	2 W. Beaver Pond Rd., Erin, NY 14838	Y.	25,535
23-19	Pavilion	A.	11,678
2705	2 W. Beaver Pond Rd., Erin, NY 14838	B.	0
23-20	Floating Docks (6)		
2701o	2 W. Beaver Pond Rd., Erin, NY 14838	Y.	7,538
<b>Park Station Total</b>			<b>2,287,461</b>

## SEWER DISTRICT #1

44-1	Office and Garage	A.	1,389,083
2901	1700 Lake St., Elmira, NY 14901	B.	93,519
44-17	Maintenance Building	A.	154,989
2902	1700 Lake St., Elmira, NY 14901	B.	24,699
44-11	Sludge Control Building	A.	552,638
2903	1700 Lake St., Elmira, NY 14901	B.	550,902
44-3	Pump House	A.	1,204,249
2904	1700 Lake St., Elmira, NY 14901	B.	953,635

Department	Loc # IAC # (1)	Description Address	Item (2)	Replacement Cost (3)
	44-14	Filter Recirculation Building	A.	548,201
	2905	1700 Lake St., Elmira, NY 14901	B.	653,186
	44-2	Chlorine Bldg	A.	116,373
	2906	1700 Lake St., Elmira, NY 14901	B.	60,012
	44-15	Polymer Building	A.	76,142
	2907	1700 Lake St., Elmira, NY 14901	B.	33,770
	44-6	Sludge Dewatering Building	A.	104,558
	2908	1700 Lake St., Elmira, NY 14901	B.	260,839
	44-18	Sludge Roll-Off Shelter	A.	8,194
	2909	1700 Lake St., Elmira, NY 14901	B.	0
	44-4	Garage	A.	43,565
	2910	1700 Lake St., Elmira, NY 14901	B.	6,209
	44-19	Electrical Building	A.	11,989
	2911	1700 Lake St., Elmira, NY 14901	B.	9,195
	44-5	Sludge Drying Beds	A.	389,557
	2901a	1700 Lake St., Elmira, NY 14901	B.	0
	44-12	Primary Trickling Filter	A.	629,627
	2913	1700 Lake St., Elmira, NY 14901	B.	173,946
	44-13	Secondary Trickling Filter	A.	629,627
	2914	1700 Lake St., Elmira, NY 14901	B.	173,946
	44-7	Primary Settling Tank	A.	1,295,191
	2915	1700 Lake St., Elmira, NY 14901	B.	1,343,662
	44-9	Secondary Settling Tank	A.	1,208,526
	2916	1700 Lake St., Elmira, NY 14901	B.	2,529,346
	44-8	Primary Digester	A.	433,962
	2917	1700 Lake St., Elmira, NY 14901	B.	987,553
	44-10	Secondary Digester	A.	433,962
	2918	1700 Lake St., Elmira, NY 14901	B.	697,004
	44-20	Post Aeration Tank	A.	283,860
	2919	1700 Lake St., Elmira, NY 14901	B.	51,404
	44-16	Underground Passageway	A.	377,126
	2920	1700 Lake St., Elmira, NY 14901	B.	241,294
	44-21	Yard & Outside at 1700 Lake St., Elmira, NY 14901		
	2999	Fuel System & Machinery	Y.	121,641
	2999	Flagpole, Fencing & Lighting	Y.	109,900
	56-1	Pump Station	A.	42,445
	3201	Airport Drive, Town of Big Flats, NY 14814	B.	54,365
	3299	Fencing	Y.	5,039
	53-1	Pump Station	A.	25,250
	3301	Hancock Drive, Horseheads, NY 14845	B.	35,127
	57-1	Pump Station	A.	28,730
	3401	Colonial Drive, Horseheads, NY 14845	B.	74,239
	3499	Fencing	Y.	10,136
	52-1	Pump Station	A.	24,400
	3501	Daniel Zenker Dr., Town of Big Flats, NY 14814	B.	44,456
	3599	Fencing	Y.	2,995
	49-1	Pump Station	A.	26,919
	3601	IDA Site-Latta Brook Rd, Horseheads, NY 14845	B.	36,650
	50-1	Pump Station	A.	31,606
	3701	Latta Brook Road, Horseheads, NY 14845	B.	50,269
	46-1	Pump Station	A.	47,559
	3801	Route 14, Horseheads 14845	B.	37,673
	51-1	Pump Station	A.	36,936
	3901	County Rt. 64, Horseheads, NY 14845	B.	54,365
	48-1	Pump Station	A.	20,869
	4001	Pine Circle, Horseheads, NY 14845	B.	47,279
	54-1	Pump Station	A.	25,848
	4101	Scenic Drive, Horseheads, NY 14845	B.	25,799
	55-1	Pump Station	A.	25,848
	4201	Sing Sing Road, Horseheads, NY 14845	B.	35,127
	45-1	Pump Station	A.	25,848
	4301	Willow Street, Horseheads, NY 14845	B.	35,127
	47-1	Pump Station	A.	49,176
	4401	Wygant Road, Horseheads, NY 14845	B.	48,886

Department	Loc # IAC # (1)	Description Address	Item (2)	Replacement Cost (3)
	66-1	Pump Station	A.	31,441
	3001q	Barrington Estates West, Horseheads, NY 14845	B.	50,044
	67-1	Pump Station	A.	31,441
	3001r	Daniel Zenker West, Horseheads, NY 14845	B.	50,044
	72-1	Pump Station	A.	142,071
	4801	Corning Guthrie Hospital, Corning, NY 14830	B.	0
			Y.	0
	73-1	Pump Station	A.	113,657
	4901	Maple St, Big Flats, NY 14814	B.	0
			Y.	0
	74-1	Pump Station	A.	155,946
	5001	Kahler Rd, Sperr Park, Big Flats, NY 14814	B.	0
			Y.	0
<b>Chemung County Sewer District No. 1 Total</b>				<b>20,550,691</b>

**CHEMUNG ELMIRA  
SEWER DISTRICT**

27-10	Control and Maintenance Building	A.	4,828,929
3001	600 Milton St., Elmira, NY 14904	B.	319,863
27-1	Entrance Structure	A.	4,104,169
3002	600 Milton St., Elmira, NY 14904	B.	1,444,478
3099	Lighting	Y.	117,782
3099	Flagpole, Fencing & Sign	Y.	176,403
3099	Fuel System & Machinery	Y.	26,557
27-18	Machinery & Equipment		
3098	600 Milton St., Elmira, NY 14904	B.	714,610
27-7	Solids Handling Building	A.	8,355,389
3003	600 Milton St., Elmira, NY 14904	B.	3,108,288
27-11	Trickling Filter Pump Station	A.	1,610,061
3004	600 Milton St., Elmira, NY 14904	B.	1,468,439
27-2	Equalization Basin	A.	1,164,865
3005	600 Milton St., Elmira, NY 14904	B.	402,010
27-3	Primary Clarifier #1	A.	485,608
3006	600 Milton St., Elmira, NY 14904	B.	218,513
27-12	Primary Clarifier #2	A.	485,608
3007	600 Milton St., Elmira, NY 14904	B.	218,513
27-5	Secondary Clarifier #1	A.	736,813
3008	600 Milton St., Elmira, NY 14904	B.	230,028
27-13	Secondary Clarifier #2	A.	736,813
3009	600 Milton St., Elmira, NY 14904	B.	230,028
27-4	Trickling Filter #1	A.	985,915
3010	600 Milton St., Elmira, NY 14904	B.	255,107
27-14	Trickling Filter #2	A.	985,915
3011	600 Milton St., Elmira, NY 14904	B.	255,107
27-15	Trickling Filter Bridge & Stair Tower	A.	125,595
3012	600 Milton St., Elmira, NY 14904	B.	0
27-6	Sludge Aeration Tank	A.	182,952
3013	600 Milton St., Elmira, NY 14904	B.	60,124
27-9	Disinfection/Post Aeration Basin	A.	722,310
3014	600 Milton St., Elmira, NY 14904	B.	97,714
27-16	Primary Digester	A.	710,532
3015	600 Milton St., Elmira, NY 14904	B.	634,280
27-17	Secondary Digester	A.	710,532
3016	600 Milton St., Elmira, NY 14904	B.	755,136
27-8	Gravity Thickener	A.	213,125
3017	600 Milton St., Elmira, NY 14904	B.	100,371
27-19	Storage Building	A.	209,944
3018	600 Milton St., Elmira, NY 14904	B.	15,527
43-1	Waste Water Treatment Plant	A.	483,610
3101	100 Baker Road, Chemung, NY 14825	B.	0
28-1	Pump Station	A.	89,357
3001a	Grace Street, Elmira, NY 14904	B.	35,037
29-1	Pump Station	A.	89,357
3001b	1418 College Avenue, Elmira, NY 14901	B.	38,157
30-1	Pump Station	A.	89,357
3001c	Durland Avenue, Elmira, NY 14905	B.	38,157

Department	Loc # IAC # (1)	Description Address	Item (2)	Replacement Cost (3)
	31-1	Pump Station	A.	31,441
	3001d	Warner Avenue, Elmira, NY 14905	B.	50,044
	32-1	Pump Station	A.	31,441
	3001e	Harcourt/Gaines St., Elmira, NY 14904	B.	50,044
	33-1	Pump Station	A.	31,441
	3001f	Marion St., Elmira, NY 14904	B.	50,044
	34-1	Pump Station	A.	28,568
	3001g	Coldbrook Dr., Elmira, NY 14904	B.	73,907
	35-1	Pump Station	A.	25,696
	3001h	Hopkins St., Elmira, NY 14904	B.	34,971
	36-1	Pump Station	A.	25,696
	3001i	City Yard, Elmira, NY 14901	B.	34,971
	37-1	Pump Station	A.	31,441
	3001j	Gould St., Elmira, NY 14905	B.	50,044
	38-1	Pump Station	A.	10,198
	3001k	Locust St., Elmira, NY 14904	B.	28,180
	39-1	Pump Station	A.	89,357
	3001l	Parkside Dr., Elmira, NY 14904	B.	35,037
	40-1	Pump Station	A.	31,441
	3001m	Hampton Rd., Elmira, NY 14904	B.	50,044
	41-1	Pump Station	A.	31,441
	3001n	Moore St., Elmira, NY 14904	B.	50,044
	42-1	Screening Building	A.	123,189
	3001o	Sullivan St., Elmira, NY 14901	B.	278,867
	64-1	Pump Station	A.	31,441
	3001p	Kinyon St., Elmira, NY 14904	B.	50,044
<b>Chemung Elmira Sewer District Total</b>				<b>40,426,017</b>

#### SOLID WASTE

21-1	Administrative Office	A.	172,125
2101	1690 Lake St., Elmira, NY 14901	B.	0
21-2	Shredder Station - Shell only	A.	505,000
2102	1690 Lake St., Elmira, NY 14901	B.	0
21-3	Materials Recycling Facility	A.	1,519,696
2103	1690 Lake St., Elmira, NY 14901	B.	0
22-1	Landfill Upper Shop	A.	566,033
2201	4349 County Rt. 60, Lowman, NY 14861	B.	0
22-2	Landfill Lower Shop	A.	208,116
2202	4349 County Rt. 60, Lowman, NY 14861	B.	0
<b>Solid Waste Total</b>			<b>2,970,970</b>

**FORM FOR SUBMISSION OF PROPOSAL FOR: RFP-2333 - Chemung County Owned Real Property Valuation**

**TO THE COUNTY OF CHEMUNG:** The undersigned hereby declares that he has carefully examined all proposal and contract documents and all interpretations of any addenda to the Contract Documents issued by the County of Chemung and that he has satisfied himself as to all the quantities and conditions, and understands that in signing this Proposal/Proposal he waives all rights to plead any misunderstanding regarding the same.

Pursuant to and in compliance with the Proposals and the Documents relating thereto, the Proposer hereby offers to furnish all equipment and whatever else is necessary or proper for, or incidental to, the completion of this Contract, as required by and in strict compliance with the applicable provisions of all contract documents, for the prices listed on the **Form for Submission of Proposal on Page 13.**

**If written notice** of the acceptance of this Proposal/Proposal is delivered to the undersigned, the undersigned will, within fifteen days after the date of such delivery, execute and deliver the Contract or Contracts in the form of the Agreement attached hereto, or in a special Contract form that may be drawn up in accordance with the County Attorney's requirements.

In the event that any addenda are issued, the undersigned hereby acknowledges the receipt of same and agrees that they are bound by all addenda, whether or not listed herein:

Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_

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Proposer or Authorized Representative

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Name of Company

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Address of Company

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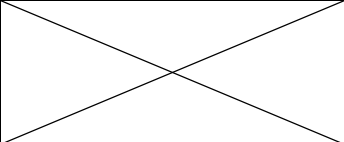
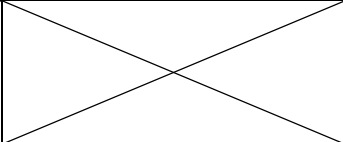
Phone and Fax Numbers of Company

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E-Mail

**FORM FOR SUBMISSION OF PROPOSAL CONTINUED ON NEXT PAGE**

**FORM FOR SUBMISSION OF PROPOSAL (CONTINUED)**

<b>Property Group</b>	<b>Base Proposal Price for <u>Property</u> Valuation</b>	<b>Option # 1: Price for annual up-date of property valuation.</b>	<b>Option #2 : Price to Value Contents</b>
Airport			
Downtown Elmira Facilities			
Fair Grounds			
Harris Hill			
Highway Department			
Libraries			
Solid Waste Disposal Facilities			
Park Station			
Health Department			
Chemung County – Elmira Sewer District			
Chemung County Sewer District # 1			
911 Communications Equipment (City Hall) – <b><u>Option # 2 Contents valuation price only</u></b>			



**NON-COLLUSIVE PROPOSAL DING CERTIFICATE PURSUANT TO 103d  
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK**

**A.** By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (2) Unless otherwise required by Law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

**B.** A proposal shall not be considered for award nor shall any award be made where (a)-(1), (2) and (3) have not been complied with; provided however, that if in any case the proposer cannot make the foregoing certification, the proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. Where (a)-(1), (2) and (3) have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a proposal (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being proposal, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

By submission of this proposal, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

---

Signature of Proposer

**ALL PROPOSERS MUST SIGN  
THIS CERTIFICATION PRIOR  
TO THE OPENING OF THE PROPOSALS.**

**WAIVER OF IMMUNITY PURSUANT TO 103a  
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK**

The Contractor and/or Vendor and/or Supplier, pursuant to General Municipal Law, section 103a, hereby agrees to the provisions in the law which require that upon refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a Public Authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a Waiver of Immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting proposals to or receiving awards from or entering into any contract with any municipal corporation or fire district or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this Law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

\_\_\_\_\_  
Authorized Signature for Proposer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(Corporate Seal, if any)  
(If no seal, write "No Seal"  
across this place and sign)

**BIDDER'S STATEMENT ON SEXUAL HARASSMENT**

**IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139-1**

In accordance with State Finance Law §139-1, which generally prohibits the County of Chemung from entering into contracts pursuant to the bid process with persons who fail to submit a certification affirming compliance with New York Labor Law §201-g, the bidder submits the following certification under the penalty of perjury:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Dated: \_\_\_\_\_, New York  
\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed or Typed Name of Official and Title

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

## AGREEMENT

**THIS CONTRACT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the County of Chemung, 203 Lake Street, Elmira, New York 14901 (Administrative Office address), hereinafter designated as the OWNER, and:

---

Hereinafter designated the **CONTRACTOR**.

**WITNESSETH:** That the parties hereto, each in consideration of the Agreements of the part of the other herein contained, have mutually agreed and hereby mutually agree, the OWNER for itself and its successors and the CONTRACTOR for itself, himself, herself, or themselves and its successors, his, hers, or their executors, administrators and assigns as follows:

**Article 1. DESCRIPTION:** Under this Agreement and Contract, the CONTRACTOR shall proceed with such project or services as hereby described:

### **Valuation of Chemung County Owned Real Property**

**Article 2.** In consideration of the payments to be made as hereinafter provided, and of the performance of the Owner of all of the matters and thing to be performed by the Owner and herein provided; the Contractor agrees, at his/her own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, the work described under Article 1. Hereof, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, orders and directions as contained in the proposal package and specifications, made in accordance with this Contract.

**Article 3.** The Owner agrees to pay and the Contractor agrees to accept as full compensation for all work done, and materials furnished and equipment and supplies sold, and also for all costs and expenses incurred and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for faithfully completing the work and the whole thereof as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Proposal hereto attached.

**Article 4.** The following documents shall constitute integral parts of the agreement, the whole to be collectively known and referred to as the Contract Documents: Information for Proposers; Form for Submission of Proposal; Scope of Work; Addendum Sheets (if any); Non-Collusion Proposal Certificate; Agreement form; Insurance Certificates; and Schedule A.  
Headings and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents, and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

**Article 5.** If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

**Article 6.** The following alterations and addenda have been made and included in this Contract before it was signed by the parties hereto:

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**IN WITNESS WHEREOF**, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement,

By: (Contractor)

(Seal)

---

Signature

---

Company Name

---

Company Address

By: (Owner - County)

(Seal)

---

Christopher J. Moss,  
Chemung County Executive

## SITE ENTRY AGREEMENT AND INDEMNITY

Date: \_\_\_\_\_

Owned and/or Operated by the following:

CONTRACTOR: \_\_\_\_\_ Print Name

\_\_\_\_\_ Address

\_\_\_\_\_

( ) \_\_\_\_\_ Phone

\_\_\_\_\_ Person to Contact

SITE/PROJECT: \_\_\_\_\_

Subject to the terms and conditions herein stated and agreed to by the above named Contractor, the above named Owner does hereby give permission to Contractor to enter the above named project.

**A. INSURANCE:** Contractor represents and warrants that Contractor has in force the following insurance coverage applicable to their operations.

**1. Workers' Compensation and Employers Liability** coverage for all employees, including corporate officers, partners and proprietors.

**2. Commercial General Liability Insurance**, including but not limited to project & operations, personal injury, products-completed operations, contractual liability covering the liability assumed under this Site Entry Agreement and Indemnity. The minimum limits of liability applicable to this insurance will be at least \$1,000,000 each occurrence and \$2,000,000 General aggregate. For products and completed operations aggregate, the limit will be at least \$2,000,000. The policy will be endorsed providing the per location aggregate endorsement CG2504.

**3. Professional Liability Insurance:** Unless stated otherwise in the specifications, the policy must have limits of not less than \$ 1,000,000.00 per occurrence and \$1,000,000.00 aggregate.

**4. Comprehensive Automobile Liability** with combined bodily injury and property damage of at least \$1,000,000 such coverage to include all owned, non-owned and hired vehicles.

**5. Umbrella Excess Liability**, with limits for each occurrence of at least \$1,000,000 and an aggregate limit of at least \$1,000,000., unless otherwise stated in specifications.

**Owner is to be named as an additional insured on a primary basis** on all policies including completed operations with the exception of workers' compensation and a certificate of insurance will be provided within 48 hours of request by owner. All certificates of insurance will provide 30 days notice to owner of cancellation or non-renewal. Contractor waives all rights of subrogation against owner and will have all policies endorsed setting forth this waiver of subrogation.

**B. CONTRACTOR'S EQUIPMENT:** All equipment owned by Contractor, and used at the Project, is at the sole responsibility of the Contractor and will be insured or self-insured by Contractor.

**C. INDEMNITY:** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless OWNER and its agents, employees and representatives from an against all liabilities, claims, damages, losses and expenses (including, but not limited to, attorney' fees, whether incurred as a result of a third party claim or to enforce this provision) arising out of or resulting directly or indirectly from the performance of the work or the enforcement of the contract documents, irrespective to whether there is a breach of a statutory obligation or rule of apportioned liability; provided, however, that Contractor's indemnification obligation shall not apply to the extent it is caused by the negligence of a person indemnified and indemnification of such person is precluded specifically by applicable law. Contractor's indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any part or person described in this paragraph.

**D. LIMITATION ON ENTRY:** Contractor's rights to enter onto the project are subject to cancellation if Contractor does not provide evidence of required insurance coverage to owner within 48 hours of owner's request.

**E. AUTHORIZATION:** The individual signing this Site Entry Agreement and Indemnity for Contractor is authorized to sign this document on behalf of Contractor (and if Owner requests will provide evidence of such authority to owner within 24 hours).

**F. RECEIPT OF COPY:** Contractor acknowledges receipt of a copy of this Site Entry Agreement and Indemnity.

**IT IS AGREED** that any clause of the Agreement that is found to be void and unenforceable will not affect the enforceability of any of the remaining provisions.

**CONTRACTOR:**

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(Signature)

**APPROVAL OF OWNER:**

\_\_\_\_\_  
Christopher J. Moss  
Chemung County Executive



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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Resolution authorizing transfers and appropriations by the County Executive

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**Resolution #:** 22-244  
**Slip Type:** OTHER  
**SEQRA status**  
**State Mandated** False

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**Explain action needed or Position requested (justification):**

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### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">Budget Transfers and Appropriations - May 2022.pdf</a>	<a href="#">Transfers and appropriations</a>	<a href="#">Cover Memo</a>	4/27/2022



# Chemung County Budget Adjustment Request

2021

Complete this form in TRIPLICATE and submit it to the Budget Office.  
You will be notified of the action taken.

Department Requesting Transfer: Jail Date: 3/24/2022

Fund	Department	Sub Department	Account	Sub Account	Account Name	Amount
From	1 0	1 9 9 0	1 9 9 0	5 0 4 0 8	Contingency	9,053.00
To	1 0	3 1 2 0	3 1 5 0	5 0 4 3 9	Ambulance	9,053.00

New Account: Yes      No x

Reason for Transfer: The Ambulance line item within the Jail Department was underbudgeted in 2021. This above transfer replenishes funds to this account.

Signature of Department Head: \_\_\_\_\_

Action Taken:     

x

Request Approved

Transfer Forwarded to Budget, Date \_\_\_\_\_

Request Forwarded for Board Resolution

Further Clarification Required

Request Not Approved

Budget Director: SA

Date: 3/24/22

Executive/Dep. Co. Exec.: \_\_\_\_\_


Date: \_\_\_\_\_

Chairman of the Legis.: DFM

Date: 4-25-22

Budget Committee: \_\_\_\_\_

Res. No & Date: \_\_\_\_\_





# Budget Performance Report

Fiscal Year to Date 12/31/21  
Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd	Prior Year Total
FUND 10 - (A) GENERAL FUND										
EXPENSE										
DEPARTMENT 3120 - LAW ENFORCEMENT										
SUB DEPARTMENT 3150 - LAW ENFORCE/JAIL										
50439 AMBULANCE SERVICES										
SUB DEPARTMENT 3150 - LAW ENFORCE/JAIL Totals		5,500.00	.00	5,500.00	6,557.27	.00	15,155.77	(9,655.77)	276%	4,586.17
DEPARTMENT 3120 - LAW ENFORCEMENT Totals		\$5,500.00	\$0.00	\$5,500.00	\$6,557.27	\$0.00	\$15,155.77	(\$9,655.77)	276%	\$4,586.17
EXPENSE TOTALS		\$5,500.00	\$0.00	\$5,500.00	\$6,557.27	\$0.00	\$15,155.77	(\$9,655.77)	276%	\$4,586.17
FUND 10 - (A) GENERAL FUND Totals		.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS		5,500.00	.00	5,500.00	6,557.27	.00	15,155.77	(9,655.77)	276%	4,586.17
EXPENSE TOTALS		(\$5,500.00)	\$0.00	(\$5,500.00)	(\$6,557.27)	\$0.00	(\$15,155.77)	\$9,655.77		(\$4,586.17)
Grand Totals		.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS		5,500.00	.00	5,500.00	6,557.27	.00	15,155.77	(9,655.77)	276%	4,586.17
EXPENSE TOTALS		(\$5,500.00)	\$0.00	(\$5,500.00)	(\$6,557.27)	\$0.00	(\$15,155.77)	\$9,655.77		(\$4,586.17)

# Chemung County Budget Adjustment Request

2021

Complete this form in TRIPLICATE and submit it to the Budget Office.  
You will be notified of the action taken.

Department Requesting Transfer: \_\_\_\_\_ Budget Office \_\_\_\_\_ Date: 4/18/2022

Fund	Department	Sub Department	Account	Sub Account	Account Name	Amount
From	1 0	1 1 6 2	1 1 1 0	5 0 4 0 8	County Court	22,294.00
To	1 0	1 1 6 2	1 1 3 5	5 0 4 0 8	Supreme Court	22,294.00

New Account: Yes \_\_\_\_\_ No x

Reason for Transfer: To reallocate appropriation within the Court Departments.

Signature of Department Head: \_\_\_\_\_

Action Taken:

x Request Approved  
 \_\_\_\_\_ Request Forwarded to Budget, Date \_\_\_\_\_  
x Request Forwarded for Board Resolution  
 \_\_\_\_\_ Further Clarification Required  
 \_\_\_\_\_ Request Not Approved

Budget Director: DA

Date: 4/21/22

Executive/Dep. Co. Exec.: \_\_\_\_\_

Date: 4/21/22

Chairman of the Legis.: WJM

Date: 4-25-22

Budget Committee: \_\_\_\_\_

Res. No & Date: \_\_\_\_\_

# Chemung County Budget Adjustment Request

2021

Complete this form in TRIPLICATE and submit it to the Budget Office.  
You will be notified of the action taken.

Department Requesting Transfer: \_\_\_\_\_ Purchasing \_\_\_\_\_ Date: 4/20/2022

<u>Fund</u>	<u>Department</u>	<u>Sub Department</u>	<u>Account</u>	<u>Sub Account</u>	<u>Account Name</u>	<u>Amount</u>
Increase Revenue	1 0 1 3 4 5	1 3 4 5	4 4 0 0 0		FEMA Reimbursement	2,750.00
Increase Approp	1 0 1 3 4 5	1 3 4 5	5 0 4 0 3		Supplies	2,750.00

Reason for Transfer: \_\_\_\_\_ New Account: Yes \_\_\_\_\_ No x  
To provide additional appropriation to supply account fully reimbursed by FEMA.

Signature of Department Head: \_\_\_\_\_

Action Taken: \_\_\_\_\_ x Request Approved  
Transfer Forwarded to Budget, Date \_\_\_\_\_  
x Request Forwarded for Board Resolution  
Further Clarification Required  
Request Not Approved

Budget Director: SA Date: 4/21/22 Executive/Dep. Co. Exec.: \_\_\_\_\_ Date: 4/21/22  
Chairman of the Legis.: DJm Date: 4-25-22 Budget Committee: \_\_\_\_\_ Res. No & Date: \_\_\_\_\_

# Chemung County Budget Adjustment Request

2021

Complete this form in TRIPLICATE and submit it to the Budget Office.  
You will be notified of the action taken.

Department Requesting Transfer: \_\_\_\_\_ Central Storeroom \_\_\_\_\_ Date: 4/18/2022

	<u>Fund</u>	<u>Department</u>	<u>Sub Department</u>	<u>Account</u>	<u>Sub Account</u>	<u>Account Name</u>	<u>Amount</u>										
Increase Revenue	1	0	1	3	4	5	1	3	4	6	4	4	0	0	0	Federal Grants-FEMA	49,409.00
Increase Approp	1	0	1	3	4	5	1	3	4	6	5	0	4	0	3	Supplies	49,409.00

Reason for Transfer: \_\_\_\_\_ To provide appropriation for purchase of COVID supplies that will be reimbursed by  
FEMA.

New Account: Yes \_\_\_\_\_ No x

Signature of Department Head: \_\_\_\_\_

Action Taken:

x

Request Approved

Transfer Forwarded to Budget, Date \_\_\_\_\_

Request Forwarded for Board Resolution

Further Clarification Required

Request Not Approved

Budget Director: SA

Chairman of the Legis.: John

Date: 4/21/22 Executive/Dep. Co. Exec.: \_\_\_\_\_

Date: 4-25-22 Budget Committee: \_\_\_\_\_

Res. No & Date: \_\_\_\_\_

Date: 4/21/22

# Chemung County Budget Adjustment Request

2021

Complete this form in TRIPLICATE and submit it to the Budget Office.  
You will be notified of the action taken.

Department Requesting Transfer: \_\_\_\_\_ Budget Office \_\_\_\_\_ Date: 4/21/2022

<u>Fund</u>	<u>Department</u>	<u>Sub Department</u>	<u>Account</u>	<u>Sub Account</u>	<u>Account Name</u>	<u>Amount</u>
Increase Revenue	1 0 2 4 9 0		4 2 2 3 8		Community College chargeback	76,340.00
Increase Approp	1 0 2 4 9 0		5 0 4 0 8		College Tuition	76,340.00

New Account: Yes \_\_\_\_\_ No x

Reason for Transfer: \_\_\_\_\_ To provide appropriation to pay for Community College Tuition. The source of funds is \_\_\_\_\_  
Charge Back Revenue to the towns where the students reside.

Signature of Department Head: \_\_\_\_\_

Action Taken: \_\_\_\_\_

- Request Approved x
- Transfer Forwarded to Budget, Date \_\_\_\_\_
- Request Forwarded for Board Resolution x
- Further Clarification Required \_\_\_\_\_
- Request Not Approved \_\_\_\_\_

Budget Director: SPA Date: 4/21/22 Executive/Dep. Co. Exec.: \_\_\_\_\_ Date: 4/21/22  
Chairman of the Legis.: SPM Budget Committee: \_\_\_\_\_ Res. No & Date: \_\_\_\_\_

# Chemung County Budget Adjustment Request

2021

Complete this form in TRIPLICATE and submit it to the Budget Office.  
You will be notified of the action taken.

Department Requesting Transfer: \_\_\_\_\_ Budget \_\_\_\_\_ Date: 4/21/2022

<u>Fund</u>	<u>Department</u>	<u>Sub Department</u>	<u>Account</u>	<u>Sub Account</u>	<u>Account Name</u>	<u>Amount</u>
Increase	1 0 6 4 2 0		4 2 7 9 7		Other Local Government-Rev	73.00
Revenue						
Increase	1 0 6 4 2 0		5 0 4 1 8		Gasoline	73.00
Approp						

New Account: Yes \_\_\_\_\_ No ☒ \_\_\_\_\_

Reason for Transfer: Gasoline expenditures exceeded budget

Signature of Department Head: \_\_\_\_\_

Action Taken: \_\_\_\_\_

☒

Request Approved

Transfer Forwarded to Budget, Date \_\_\_\_\_

Request Forwarded for Board Resolution

Further Clarification Required

Request Not Approved

Budget Director: \_\_\_\_\_

*Signature*

Chairman of the Legis.: \_\_\_\_\_

*Signature*

Date: 4/21/22 Executive/Dep. Co. Exec.: \_\_\_\_\_

Date: 4-25-22 Budget Committee: \_\_\_\_\_

Res. No & Date: \_\_\_\_\_

Date: 4/21/22

# Chemung County Budget Adjustment Request

2021

Complete this form in TRIPLICATE and submit it to the Budget Office.  
You will be notified of the action taken.

Department Requesting Transfer: \_\_\_\_\_ Aging \_\_\_\_\_ Date: 4/21/2022

<u>Fund</u>	<u>Department</u>	<u>Sub Department</u>	<u>Account</u>	<u>Sub Account</u>	<u>Account Name</u>	<u>Amount</u>
Increase Revenue	1 0	6 7 7 2	4 4 7 2		Fed Aid Programs for Aging	57,298.00
Transfer From	1 0	6 7 7 2	5 0 5 1 2		Senior Games	2,591.00
					Subtotal	59,889.00
Increase Approp	1 0	6 7 7 2	5 0 4 0 8		Contracts	20,183.00
Increase Approp	1 0	6 7 7 2	5 0 4 2 6		Food Expenses	37,115.00
Transfer to	1 0	6 7 7 2	5 0 4 2 6		Food Expenses	2,591.00
					Subtotal	59,889.00

Reason for Transfer: \_\_\_\_\_ To replenish two accounts that finished overbudget by increasing available revenue.

New Account: Yes \_\_\_\_\_ No x

Signature of Department Head: \_\_\_\_\_

Action Taken:

- ☒ Request Approved
- ☐ Transfer Forwarded to Budget, Date \_\_\_\_\_
- ☒ Request Forwarded for Board Resolution
- ☐ Further Clarification Required
- ☐ Request Not Approved

Budget Director: STA Date: 4/21/22 Executive/Dep. Co. Exec.: \_\_\_\_\_ Date: 4/21/22

Chairman of the Legis.: [Signature] Budget Committee: \_\_\_\_\_ Res. No & Date: \_\_\_\_\_



# Chemung County Budget Adjustment Request

2021

Complete this form in TRIPLICATE and submit it to the Budget Office.  
You will be notified of the action taken.

Department Requesting Transfer: \_\_\_\_\_ Budget \_\_\_\_\_ Date: 4/21/2022

<u>Fund</u>	<u>Department</u>	<u>Sub Department</u>	<u>Account</u>	<u>Sub Account</u>	<u>Account Name</u>	<u>Amount</u>
From	1 0	1 9 9 0	5 0 4 0 8		Contingency	50.00
From						
To	1 0	8 0 2 5	5 0 5 0 2	9 9	STCRP&DB	50.00
To						

New Account: Yes \_\_\_\_\_ No x

Reason for Transfer: STCRP&DB appropriation was understated by \$50.

Signature of Department Head: \_\_\_\_\_

Action Taken:

x

Request Approved

Transfer Forwarded to Budget, Date \_\_\_\_\_

Request Forwarded for Board Resolution

Further Clarification Required

Request Not Approved

Budget Director: SA

Chairman of the Legis.: John

Date: 4/22/22 Executive/Dep. Co. Exec.: \_\_\_\_\_

Date: 4-25-22 Budget Committee: \_\_\_\_\_

Date: 4/21/22

Res. No & Date: \_\_\_\_\_

# Chemung County Budget Adjustment Request

2021

Complete this form in TRIPLICATE and submit it to the Budget Office.  
You will be notified of the action taken.

Department Requesting Transfer: \_\_\_\_\_ Budget \_\_\_\_\_ Date: 4/21/2022

Fund	Department	Sub Department	Account	Sub Account	Account Name	Amount
From	1 0	9 7 1 0	5 0 6 0 0		Bond Principal	13,885.00
From	1 0	1 9 9 0	5 0 4 0 8		Contingency	47,135.00
					Subtotal	61,020.00
To	1 0	9 7 1 0	5 0 7 0 0		Bond Interest	13,885.00
To	1 0	9 7 1 0	5 0 7 0 0		Bond Interest	47,135.00
					Subtotal	61,020.00

Reason for Transfer: Bond Interest is overspent by \$61020. Funds being provided from the bond interest account and Contingency.

New Account: Yes \_\_\_\_\_ No x

Signature of Department Head: \_\_\_\_\_

Action Taken: \_\_\_\_\_

x

Request Approved

Transfer Forwarded to Budget, Date \_\_\_\_\_

Request Forwarded for Board Resolution

Further Clarification Required

Request Not Approved

Budget Director: SA

Chairman of the Legis.: John

Date: 4/21/22 Executive/Dep. Co. Exec.: \_\_\_\_\_

Date: 4-25-22 Budget Committee: \_\_\_\_\_

Date: 4/21/22

Res. No & Date: \_\_\_\_\_



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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Resolution amending Capital Program as contained in the 2022 Chemung County Budget (snow removal equipment)

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**Resolution #:** 22-245  
**Slip Type:** OTHER  
**SEQRA status**  
**State Mandated** False

---

**Explain action needed or Position requested (justification):**

The Director of Aviation, on behalf of the Elmira Corning Regional Airport is requesting authorization to amend the 2022 Capital Plan for RFB-2409 Airport Snow Removal Equipment, increasing the project budget and funding from \$1,000.000 to \$1,098,735. This is due to winning bid being higher than the budgeted amount. Funding remains 90% Federal, 5% State, and 5% Local-PFCs.

---

**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">RFB-2409_SRE.pdf</a>	<a href="#">RFB-2409 SRE</a>	<a href="#">Cover Memo</a>	4/11/2022
<a href="#">SRE_Email.pdf</a>	<a href="#">SRE Email</a>	<a href="#">Cover Memo</a>	4/11/2022

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**  
**RFB-2409**  
**Airport Snow Removal Equipment**

Bid Opening: March 31, 2022

Bidders:	Tracey Road	Fort brand Services LLC *	M-B Companies Inc **
Addendum #1	Received	Received	Received
Description			
Base Bid	1,066,284.00	1,108,300.00	958,365.00
Alternate #1: Spare Brush Core	14,400.00	33,600.00	9,351.00
Alternate #2: Spare Plow Cutting Edge	3,300.00	6,566.00	1,971.00
Alternate #3: Brush Carts	4,500.00	3,797.00	858.00
Alternate #4: Maintenance Training	5,000.00	7,875.00	4,550.00
Alternate #5: Airport Decals Install	1,800.00	No Charge	921.00
Alternate #6	3,451.00	3,000.00	5,502.00

\* No Seal on Waiver of Immunity, Unable to open some of tabs on Electronic Submission

\*\* No Seal on Waiver of Immunity

## Huffman, Chelly

---

**From:** Wise, Tricia  
**Sent:** Wednesday, April 6, 2022 11:44 AM  
**To:** Freeman, Tom  
**Cc:** Brown, Matthew; Huffman, Chelly; Hoover, Steve; Hussain, M. Hyder; Moss, Christopher; Sheen, David  
**Subject:** RFB-2409 Airport Snow Removal Equipment Bid - Reject low bidder  
**Attachments:** RFB-2409 Airport Snow Removal Equipment Bid Tab.xls  
**Importance:** High

Good morning, Tom –

Your request to reject the low bid due to bid not meeting specifications has been reviewed with the County Attorney and approved. Please include this information in your route slip submission to Legislature to award bidder.

Please take note that the next low bid price is over the amount budgeted in capital projects. In a discussion with Steve Hoover, it has been recommended that the Airport use CARES money to cover the balance.

A route slip to legislature will be required to increase the capital project budget accordingly.

Thank you,  
Tricia

---

**From:** Freeman, Tom <tfreeman@chemungcountyny.gov>  
**Sent:** Tuesday, April 5, 2022 12:20 PM  
**To:** Wise, Tricia <twise@chemungcountyny.gov>  
**Cc:** Brown, Matthew <mmbrown@chemungcountyny.gov>; Huffman, Chelly <chuffman@chemungcountyny.gov>  
**Subject:** SRE Bids

Tricia: We have reviewed the bids for the Airport snow removal equipment (SRE). The Airport will prepare a route slip with the recommendation to award.

MB is low bid, however they fail to meet specifications on:

- item 5.15.3 regarding slope of the windshield- This was an exemption that the Airport denied. We have experience with this design. The design inhibits visibility and is in our opinion a safety hazard.
- item 5.15.8 regarding the exterior visor- This was an exemption that the Airport denied.
- Item 4,c regarding slope of windshield- This was an exemption that the Airport denied. We have experience with this design. The design inhibits visibility and is in our opinion a safety hazard.
- Item 12.1 regarding local support within 150 miles. – This was an exemption that the Airport denied. The Airport has extensive experience with the factory support proposed by MB. It is the Airport's experience that MB factory support is inadequate. It can take several days to arrange support. This is particularly a concern in winter weather conditions when equipment breaks down and the company has nationwide support requests.

MB had requested changes to the bid to include the above exemptions. We allowed the majority of requested changes however did not accept the above because of the importance of these specifications.

The next lowest bid was Oshkosh. Oshkosh met the bid requirements without any exemptions.

I am making the recommendation that the contract be awarded to Oshkosh.  
Please advise if you need any additional information or documentation.

Thomas J. Freeman  
Director of Aviation  
Elmira Corning Regional Airport.





## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution awarding bid to Tracey Road Equipment on behalf of the Elmira Corning Regional Airport (RFB-2409, Airport Snow Removal Equipment)

**Resolution #:** 22-246  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

### Explain action needed or Position requested (justification):

The Director of Aviation, on behalf of the Elmira Corning Regional Airport, is requesting awarding the bid to Tracey Road (Osh Kosh) for RFB-2409, Airport Snow Removal Equipment. The base bid is \$1,066,284.00.

M-B Company is low bid at \$958,365.00, however, they fail to meet specifications. A detailed email from the Director of Aviation is attached. This request to reject the low bid has been reviewed and approved by the County Attorney (see attached).

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">RFB-2409 SRE.pdf</a>	<a href="#">RFB-2409 SRE</a>	<a href="#">Cover Memo</a>	4/7/2022
<a href="#">SRE Email.pdf</a>	<a href="#">SRE Email</a>	<a href="#">Cover Memo</a>	4/7/2022
<a href="#">Copy of RFB-2409 Airport Snow Removal Equipment Bid Tab.pdf</a>	<a href="#">Bid Tab</a>	<a href="#">Cover Memo</a>	4/11/2022

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**  
**RFB-2409**  
**Airport Snow Removal Equipment**

Bid Opening: March 31, 2022

Bidders:	Tracey Road	Fort brand Services LLC *	M-B Companies Inc **
Addendum #1	Received	Received	Received
Description			
Base Bid	1,066,284.00	1,108,300.00	958,365.00
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Alternate #3: Brush Carts	4,500.00	3,797.00	858.00
Alternate #4: Maintenance Training	5,000.00	7,875.00	4,550.00
Alternate #5: Airport Decals Install	1,800.00	No Charge	921.00
Alternate #6	3,451.00	3,000.00	5,502.00

\* No Seal on Waiver of Immunity, Unable to open some of tabs on Electronic Submission

\*\* No Seal on Waiver of Immunity



## Huffman, Chelly

---

**From:** Wise, Tricia  
**Sent:** Wednesday, April 6, 2022 11:44 AM  
**To:** Freeman, Tom  
**Cc:** Brown, Matthew; Huffman, Chelly; Hoover, Steve; Hussain, M. Hyder; Moss, Christopher; Sheen, David  
**Subject:** RFB-2409 Airport Snow Removal Equipment Bid - Reject low bidder  
**Attachments:** RFB-2409 Airport Snow Removal Equipment Bid Tab.xls  
**Importance:** High

Good morning, Tom –

Your request to reject the low bid due to bid not meeting specifications has been reviewed with the County Attorney and approved. Please include this information in your route slip submission to Legislature to award bidder.

Please take note that the next low bid price is over the amount budgeted in capital projects. In a discussion with Steve Hoover, it has been recommended that the Airport use CARES money to cover the balance.

A route slip to legislature will be required to increase the capital project budget accordingly.

Thank you,  
Tricia

---

**From:** Freeman, Tom <tfreeman@chemungcountyny.gov>  
**Sent:** Tuesday, April 5, 2022 12:20 PM  
**To:** Wise, Tricia <twise@chemungcountyny.gov>  
**Cc:** Brown, Matthew <mmbrown@chemungcountyny.gov>; Huffman, Chelly <chuffman@chemungcountyny.gov>  
**Subject:** SRE Bids

Tricia: We have reviewed the bids for the Airport snow removal equipment (SRE). The Airport will prepare a route slip with the recommendation to award.

MB is low bid, however they fail to meet specifications on:

- item 5.15.3 regarding slope of the windshield- This was an exemption that the Airport denied. We have experience with this design. The design inhibits visibility and is in our opinion a safety hazard.
- item 5.15.8 regarding the exterior visor- This was an exemption that the Airport denied.
- Item 4,c regarding slope of windshield- This was an exemption that the Airport denied. We have experience with this design. The design inhibits visibility and is in our opinion a safety hazard.
- Item 12.1 regarding local support within 150 miles. – This was an exemption that the Airport denied. The Airport has extensive experience with the factory support proposed by MB. It is the Airport's experience that MB factory support is inadequate. It can take several days to arrange support. This is particularly a concern in winter weather conditions when equipment breaks down and the company has nationwide support requests.

MB had requested changes to the bid to include the above exemptions. We allowed the majority of requested changes however did not accept the above because of the importance of these specifications.

The next lowest bid was Oshkosh. Oshkosh met the bid requirements without any exemptions.

I am making the recommendation that the contract be awarded to Oshkosh.  
Please advise if you need any additional information or documentation.

Thomas J. Freeman  
Director of Aviation  
Elmira Corning Regional Airport.



**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**  
**RFB-2409**  
**Airport Snow Removal Equipment**

Bid Opening: March 31, 2022

<b>Bidders:</b>	<b>Tracey Road</b>	<b>Fort brand Services LLC *</b>	<b>M-B Companies Inc **</b>
<b>Addendum #1</b>	<b>Received</b>	<b>Received</b>	<b>Received</b>
<b>Description</b>			
<b>Base Bid</b>	<b>1,066,284.00</b>	<b>1,108,300.00</b>	<b>958,365.00</b>
<b>Alternate #1: Spare Brush Core</b>	<b>14,400.00</b>	<b>33,600.00</b>	<b>9,351.00</b>
<b>Alternate #2: Spare Plow Cutting Edge</b>	<b>3,300.00</b>	<b>6,566.00</b>	<b>1,971.00</b>
<b>Alternate #3: Brush Carts</b>	<b>4,500.00</b>	<b>3,797.00</b>	<b>858.00</b>
<b>Alternate #4: Maintenance Training</b>	<b>5,000.00</b>	<b>7,875.00</b>	<b>4,550.00</b>
<b>Alternate #5: Airport Decals Install</b>	<b>1,800.00</b>	<b>No Charge</b>	<b>921.00</b>
<b>Alternate #6</b>	<b>3,451.00</b>	<b>3,000.00</b>	<b>5,502.00</b>

**1,098,735.00**

**1,163,138.00**

**981,518.00**

\* No Seal on Waiver of Immunity, Unable to open some of tabs on Electronic Submission

\*\* No Seal on Waiver of Immunity



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution awarding bid to Dalrymple Gravel & Contracting, Co., Inc. on behalf of the Elmira Corning Regional Airport (RFB-2398, Reconstruction of Taxiway A)

**Resolution #:** 22-247  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

### Explain action needed or Position requested (justification):

The Director of Aviation, on behalf of the Elmira Corning Regional Airport, is requesting authorization to award the bid to Dalrymple Gravel and Contracting for RFB-2398, Reconstruction of Taxiway A. The total gross sum bid is \$1,538,665.

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">RFB-2398.pdf</a>	<a href="#">RFB-2398</a>	<a href="#">Cover Memo</a>	4/7/2022
<a href="#">Bid Tab - RFB-2398 Reconstruct Taxiway A.pdf</a>	<a href="#">Bid Tab</a>	<a href="#">Cover Memo</a>	4/21/2022
<a href="#">ELM Reconstruct TW A - Construction Award Recommendation to Chemung County Pkg.pdf</a>	<a href="#">Construction Award Recommendation</a>	<a href="#">Cover Memo</a>	4/7/2022

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**

**RFB-2398 RECONSTRUCTION OF TAXIWAY A**

**Bid Opening: APRIL 1, 2022**

<b>Bidders</b>	<b>Dalrymple Gravel and Contracting</b>	<b>Rifenburg Construction</b>
<b>Surety</b>	<b>Bid Bond</b>	<b>Bid Bond</b>
<b>Addendum #1 and #2</b>	<b>Received</b>	<b>Received</b>
<b>Total Gross Sum Bid</b>	<b>\$1,538,665.00</b>	<b>\$1,920,115.00</b>

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**

**RFB-2398 RECONSTRUCTION OF TAXIWAY A**

**Bid Opening: APRIL 1, 2022**

<b>Bidders</b>	<b>Dalrymple Gravel and Contracting</b>	<b>Rifenburg Construction</b>
<b>Surety</b>	<b>Bid Bond</b>	<b>Bid Bond</b>
<b>Addendum #1 and #2</b>	<b>Received</b>	<b>Received</b>
<b>Total Gross Sum Bid</b>	<b>\$1,538,665.00</b>	<b>\$1,920,115.00</b>



**McFarland Johnson**  
*Innovative Solutions / Sustainable Results*

49 Court Street • Suite 240 • Binghamton, NY 13901  
Phone: 607-723-9421 • Fax: 607-723-4979  
[www.mjinc.com](http://www.mjinc.com)

April 4, 2022

Mr. Thomas Freeman  
Director of Aviation  
Elmira Corning Regional Airport  
276 Sing Sing Road, Suite 1  
Horseheads, New York 14845

**Re: Construction Award Recommendation  
Elmira Corning Regional Airport  
Reconstruct Taxiway A  
FAA AIP No. 3-36-0026-075-2021**

Dear Mr. Freeman:

Two bids for the above referenced project were received on April 1, 2022, with the low bid submitted by Dalrymple Gravel & Contracting Co., Inc., 2105 South Broadway, Pine City, NY 14871. The bid was as follows:

- |   |                       |
|---|-----------------------|
| 1. Dalrymple Gravel & Contracting Co., Inc. | <b>\$1,538,665.00</b> |
| 2. Rifenburg Construction, Inc.             | \$1,920,115.00        |

The certified bid tabulations are attached and have been reviewed and found to be in order. Based on the contractor's qualifications and experience on similar projects at Elmira Corning Regional Airport, we are recommending award of the construction contract in the amount of \$1,538,665.00 to:

Dalrymple Gravel & Contracting Co., Inc.  
2105 South Broadway  
Pine City, NY 14871  
Phone: (607) 737-6200  
Fax: (607) 767-0841

If you have any questions or require any additional information, please do not hesitate to contact this office.

Sincerely,  
**McFarland-Johnson, Inc.**

Jared P. Moore, P.E.  
Project Engineer



Enclosures

cc: Matthew Brown (ELM)  
Jeff Wood (MJ)  
Kelli Walters (MJ)

Elmira Corning Regional Airport - Horseheads, NY Reconstruct Taxiway A Friday, April 1, 2022 FAA AIP 3-36-0026-075-2021 Chemung County RFB-2398 MJ Project No. 18302.16				McFarland-Johnson, Inc. 49 Court Street, Suite 240 Binghamton, NY 13901		Dalrymple Gravel & Contracting Co., Inc. 2105 South Broadway Pine City, NY 14871		Rifenburg Construction, Inc. 159 Brick Church Road Troy, NY 12180	
Item No.	Description	Unit of Measure	Estimated Quantity	Engineer's Estimate		Contractor 1		Contractor 2	
				Unit Price	Total Value	Unit Price	Total Value	Unit Price	Total Value
BASE BID									
C-100-1	CONTRACTOR'S QUALITY CONTROL PROGRAM (CQCP)	LS	1	\$ 14,000.00	\$ 14,000.00	\$ 2,000.00	\$ 2,000.00	\$ 168,000.00	\$ 168,000.00
C-102-25	DRAINAGE STRUCTURE INLET PROTECTION, SILT FENCE-TEMPORARY	LF	210	\$ 10.00	\$ 2,100.00	\$ 9.00	\$ 1,890.00	\$ 10.00	\$ 2,100.00
C-105-1	MOBILIZATION (3% MAX)	LS	1	\$ 39,775.50	\$ 39,775.50	\$ 40,000.00	\$ 40,000.00	\$ 55,500.00	\$ 55,500.00
C-105-2	ENGINEER'S FIELD OFFICE	LS	1	\$ 14,100.00	\$ 14,100.00	\$ 12,000.00	\$ 12,000.00	\$ 7,500.00	\$ 7,500.00
M-120-1	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 130,000.00	\$ 130,000.00	\$ 235,737.00	\$ 235,737.00
M-120-2	LOW-PROFILE CONSTRUCTION BARRICADES	EA	34	\$ 250.00	\$ 8,500.00	\$ 160.00	\$ 5,440.00	\$ 117.00	\$ 3,978.00
M-120-5	FABRIC CLOSURE MARKER - TAXIWAY	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 7,500.00	\$ 7,500.00	\$ 1,550.00	\$ 1,550.00
M-150-1	PROJECT SURVEY AND STAKEOUT	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 55,000.00	\$ 55,000.00	\$ 32,000.00	\$ 32,000.00
P-100-1	GEOXTILE STABILIZATION FABRIC	SY	9,800	\$ 2.00	\$ 19,600.00	\$ 2.50	\$ 24,500.00	\$ 1.00	\$ 9,800.00
P-101-1	PAVEMENT REMOVAL	SY	9,400	\$ 4.00	\$ 37,600.00	\$ 8.00	\$ 75,200.00	\$ 7.50	\$ 70,500.00
P-101-3	MISCELLANEOUS COLD MILLING	SY	50	\$ 40.00	\$ 2,000.00	\$ 13.00	\$ 650.00	\$ 21.00	\$ 1,050.00
P-152-1	UNCLASSIFIED EXCAVATION	CY	5,600	\$ 10.00	\$ 56,000.00	\$ 15.00	\$ 84,000.00	\$ 18.00	\$ 100,800.00
P-152-4	UNDERCUT EXCAVATION AND BACKFILL	CY	560	\$ 60.00	\$ 33,600.00	\$ 17.00	\$ 9,520.00	\$ 78.00	\$ 43,680.00
P-209-1	CRUSHED AGGREGATE BASE COURSE	CY	6,350	\$ 60.00	\$ 381,000.00	\$ 55.00	\$ 349,250.00	\$ 73.00	\$ 463,550.00
P-401-1	ASPHALT SURFACE COURSE	TON	2,400	\$ 100.00	\$ 240,000.00	\$ 125.00	\$ 300,000.00	\$ 123.00	\$ 295,200.00
P-401-2	ASPHALT BINDER COURSE	TON	3,100	\$ 95.00	\$ 294,500.00	\$ 110.00	\$ 341,000.00	\$ 112.00	\$ 347,200.00
P-603-1	BITUMINOUS TACK COAT	GAL	1,960	\$ 2.50	\$ 4,900.00	\$ 4.50	\$ 8,820.00	\$ 8.00	\$ 15,680.00
P-605-1	JOINT SEALING FILLER	LF	390	\$ 5.00	\$ 1,950.00	\$ 13.00	\$ 5,070.00	\$ 10.50	\$ 4,095.00
P-620-3	YELLOW PAVEMENT MARKINGS	SF	1,200	\$ 4.00	\$ 4,800.00	\$ 7.10	\$ 8,520.00	\$ 6.00	\$ 7,200.00
P-620-6	TEMPORARY YELLOW PAVEMENT MARKINGS	SF	1,200	\$ 2.00	\$ 2,400.00	\$ 7.10	\$ 8,520.00	\$ 6.00	\$ 7,200.00
P-620-7	PREFORMED THERMOPLASTIC PAVEMENT MARKINGS	SF	430	\$ 35.00	\$ 15,050.00	\$ 34.50	\$ 14,835.00	\$ 40.00	\$ 17,200.00
D-700-2	INFILTRATION TRENCH	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 50,000.00	\$ 50,000.00	\$ 26,000.00	\$ 26,000.00
T-901-1	HYDROSEEDING	ACRE	0.30	\$ 2,500.00	\$ 750.00	\$ 5,500.00	\$ 1,650.00	\$ 2,250.00	\$ 675.00
T-905-2	TOPSOILING (OBTAINED ON SITE)	CY	110	\$ 40.00	\$ 4,400.00	\$ 15.00	\$ 1,650.00	\$ 29.50	\$ 3,245.00
T-908-1	MULCHING	ACRE	0.30	\$ 2,000.00	\$ 600.00	\$ 5,500.00	\$ 1,650.00	\$ 2,250.00	\$ 675.00
				TOTAL BASE BID	\$ 1,365,625.50	TOTAL BASE BID	\$ 1,538,665.00	TOTAL BASE BID	\$ 1,920,115.00



Jared P. Moore, P.E.

This is to certify that this document represents the bids received on Friday April 1, 2022 and that the bids received have been reviewed thoroughly.

\$ 39,775.50  
MAX 3% MOB.  
OK

\$ 44,959.95  
MAX 3% MOB.  
OK

\$ 55,938.45  
MAX 3% MOB.  
OK



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution authorizing Purchase Agreement with Hillyard, Inc. on behalf of the Elmira Corning Regional Airport (Ride-on Sweeper)

---

**Resolution #:** 22-248  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

---

**Explain action needed or Position requested (justification):**

The Director of Aviation, on behalf of the Elmira Corning Regional Airport, is requesting authorization to purchase a Ride-On Sweeper in the amount of \$48,421.41. This piece of equipment was approved in the 2022 budget and is on NYS Contract.

---

ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">Sweeper PiggyBack.pdf</a>	<a href="#">Sweeper PiggyBack</a>	<a href="#">Cover Memo</a>	4/12/2022

CHEMUNG COUNTY – CITY OF ELMIRA PURCHASING DEPARTMENT

PIGGYBACK CHECKLIST

ISSUING COUNTY NYS OGS Contracts

BID NUMBER & TITLE PC67229 Group 39000 Award 22918-E\*,EE,ES,RA

VENDOR NAME Hillyard INC

COUNTY BID PGB - 2418

REQUESTING DEPT  
Airport

EXPLANATION

- ✓ RESOLUTION NY State OGS
- ✓ BID DOCUMENT Yes
- ✓ BID TAB Yes Page 2 lists Hillyard Inc.
- ✓ SOLICITATION NY State OGS
- ✓ PIGGYBACK LANGUAGE Yes Page 16
- ✓ METHOD OF AWARD Best Value
- ✓ SIGNED FORMS N/A Approved by NY State OGS
- ✓ CONTRACT TERM Contract Expires September 30,2022
- ✓ IS THIS BEST VALUE Yes
- ✓ IS LOCAL VENDOR AVAILABLE? Yes Hillyard is located in Victor N.Y.

  
SIGNATURE

Nina Wells  
BUYER NAME

  
SIGNATURE

Tricia Wise  
DIRECTOR OF PURCHASING



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution authorizing Purchase Agreement with Deer & Company and CNH Industries of America, LLC on behalf of the Elmira Corning Regional Airport (Tractor and Flail)

---

<b>Resolution #:</b>	22-249
<b>Slip Type:</b>	CONTRACT
<b>SEQRA status</b>	
<b>State Mandated</b>	False

---

**Explain action needed or Position requested (justification):**

The Director of Aviation, on behalf of the Elmira Corning Regional Airport is requesting authorization to purchase a John Deere Tractor & Flail.  
This cost for both of these pieces are as follows:  
Tractor - \$75,137.48  
Flail - \$96,548.00

---

**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">Tractor Excavator Piggyback.pdf</a>	<a href="#">Tractor Excavator Piggyback</a>	<a href="#">Cover Memo</a>	4/12/2022

CHEMUNG COUNTY – CITY OF ELMIRA PURCHASING DEPARTMENT

PIGGYBACK CHECKLIST

ISSUING COUNTY NYS OGS Contracts

BID NUMBER & TITLE PC69378 & PC69383 Group 40625 Award PGB-22792

VENDOR NAME Deer & Company and CNH Industrial America, LLC (Case)

COUNTY BID PGB - 2422

REQUESTING DEPT  
Airport

EXPLANATION

- ✓ RESOLUTION NY State OGS
- ✓ BID DOCUMENT Yes
- ✓ BID TAB Yes Page 3 lists Deere & Company Page 2 Lists CNH Industrial America, LLC
- ✓ SOLICITATION NY State OGS
- ✓ PIGGYBACK LANGUAGE Yes
- ✓ METHOD OF AWARD Best Value
- ✓ SIGNED FORMS N/A Approved by NY State OGS
- ✓ CONTRACT TERM 3/16/2021 to 12/30/2023 for PCPC69378 & 4/01/2021-5/13/2023 for PC69383
- ✓ IS THIS BEST VALUE Yes
- ✓ IS LOCAL VENDOR AVAILABLE? Yes Lindsey Equipment is a local Vendor for Deer & Company Monroe Tractor is a local vendor Case Construction

Nina Wells  
SIGNATURE

Nina Wells  
BUYER NAME

Tricia Wise  
SIGNATURE

Tricia Wise  
DIRECTOR OF PURCHASING



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution authorizing Purchase Agreement with Deer & Company and CNH Industries of America, LLC on behalf of the Elmira Corning Regional Airport (Case Excavator)

---

**Resolution #:** 22-250  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

---

**Explain action needed or Position requested (justification):**

The Director of Aviation, on behalf of the Elmira Corning Regional Airport is requesting authorization to purchase a Case Excavator in the amount of \$88,000.00. This piece of equipment was approved in the 2022 budget and is on NYS Contract.

---

**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">Tractor Excavator Piggyback.pdf</a>	<a href="#">Tractor Excavator Piggyback</a>	<a href="#">Cover Memo</a>	4/12/2022

CHEMUNG COUNTY – CITY OF ELMIRA PURCHASING DEPARTMENT

PIGGYBACK CHECKLIST

ISSUING COUNTY NYS OGS Contracts

BID NUMBER & TITLE PC69378 & PC69383 Group 40625 Award PGB-22792

VENDOR NAME Deer & Company and CNH Industrial America, LLC (Case)

COUNTY BID PGB - 2422

REQUESTING DEPT  
Airport

EXPLANATION

- ✓ RESOLUTION NY State OGS
- ✓ BID DOCUMENT Yes
- ✓ BID TAB Yes Page 3 lists Deere & Company Page 2 Lists CNH Industrial America, LLC
- ✓ SOLICITATION NY State OGS
- ✓ PIGGYBACK LANGUAGE Yes
- ✓ METHOD OF AWARD Best Value
- ✓ SIGNED FORMS N/A Approved by NY State OGS
- ✓ CONTRACT TERM 3/16/2021 to 12/30/2023 for PCPC69378 & 4/01/2021-5/13/2023 for PC69383
- ✓ IS THIS BEST VALUE Yes
- ✓ IS LOCAL VENDOR AVAILABLE? Yes Lindsey Equipment is a local Vendor for Deer & Company Monroe Tractor is a local vendor Case Construction

Nina Wells  
SIGNATURE

Nina Wells  
BUYER NAME

Tricia Wise  
SIGNATURE

Tricia Wise  
DIRECTOR OF PURCHASING





## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution awarding bid to Window Specialist, Inc. on behalf of the Chemung County Department of Buildings and Grounds (RFB-2406, HRC Window Replacement Project Phase II)

**Resolution #:** 22-251  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

### Explain action needed or Position requested (justification):

The Superintendent of Buildings & Grounds would like permission to accept the low bid for RFB-2406, including all alternates, for the HRC Buildings Window Replacement Project Phase II, Bid Opening April 7, 2022 to Window Specialists Inc at a cost not to exceed \$326,502.00

Qualifying letter will be submitted by 4/13/22.

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">Copy of RFB-2406 HRC Building Window Replacement Bid Tab.pdf</a>	<a href="#">RFB-2406 HRC Building Windows Replacement</a>	<a href="#">Cover Memo</a>	4/12/2022
<a href="#">ltr220408 RFB-2406 - Chemung County HRC Building Window Replacement Project- Phase II Recommendation Letter.pdf</a>	<a href="#">Letter from Hunt Engineers</a>	<a href="#">Cover Memo</a>	4/12/2022

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**

**RFB-2406 HRC BUILDING WINDOW REPLACEMENT PROJECT PHASE II**

Bid Opening: April 7, 2022

<b>Bidders</b>	<b>Detullan LLC dba Southern Glass Service*</b>	<b>Frontier Glass Inc.**</b>	<b>Williams Construction and Spray Foam LLC.</b>	<b>Windows Specialist INC.***</b>
<b>Surety</b>	<b>Bid Bond</b>	<b>Bid Bond</b>	<b>Bid Bond</b>	<b>Bid Bond</b>
<b>Addendum #1 and #2</b>	<b>Received</b>	<b>Received</b>	<b>Received</b>	<b>Received</b>
Base Bid -General Trades Contract	\$296,100.00	\$248,997.00	\$293,000.00	\$210,545.00
Alternate # 1 Window Type E Removal and replacement of window and roller shades	\$17,700.00	\$16,650.00	\$14,920.00	\$12,430.00
Alternate # 2 Window Type E Removal and replacement of window and roller shade	\$17,700.00	\$16,650.00	\$14,920.00	\$12,430.00
Alternate # 3 Window Type G Removal and replacement of window no roller shade required	\$15,275.00	\$15,000.00	\$15,946.00	\$14,176.00
Alternate # 4 Window Type F Removal and replacement of window and louver.Disconnect and Reconnect ductwork. No roller shades required	\$20,200.00	\$15,400.00	\$14,193.00	\$12,309.00
Alternate # 5 Window Type AA Removal and replacement of window and roller shades	\$20,900.00	\$17,500.00	\$19,500.00	\$16,153.00
Alternate # 6 Window Type AA Removal and replacement of window and roller shades	\$20,900.00	\$17,500.00	\$19,500.00	\$16,153.00
Alternate # 7 Window Type AA Removal and replacement of window and roller shades	\$20,900.00	\$17,500.00	\$19,300.00	\$16,153.00
Alternate # 8 Window Type AA Removal and replacement of window and roller shades	\$20,900.00	\$17,500.00	\$19,300.00	\$16,153.00

\* Did not answer question 2A on EEO form

\*\* Did not answer question 2 or 2A on EEO form

\*\*\*Did not answer questions 2A on EEO Form

April 10, 2022

Mr. Donald Bishop  
Chemung County Buildings & Grounds  
217 Madison Avenue  
Elmira, NY 14901

**Re: RFB-2406-HRC Building Window Replacement Project – Phase II  
HUNT 3365-001**

Dear Mr. Bishop:

On April 7, 2022, Chemung County received bids from (4) qualified contractors to perform work associated with the HRC Building Window Replacement Project. A Tabulation of the bids is attached for your reference. HUNT has reviewed the qualifications of the low bidder noted below and suggest that the County take the following action:

- Accept the Base Bid
- Accept all Alternates 1-8:

**A. SUGGESTED CONTRACT AWARD**

**Window Specialist Inc.**  
188 Erie Street  
Lancaster, NY 14086

Base Bid	\$210,545
Alternate #1 – Window Type “E”	\$12,430
Alternate #2 – Window Type “E”	\$12,430
Alternate #3 – Window Type “G”	\$14,176
Alternate #4 – Window Type “F”	\$12,309
Alternate #5 – Window Type “AA”	\$16,153
Alternate #6 – Window Type “AA”	\$16,153
Alternate #7 – Window Type “AA”	\$16,153
Alternate #8 – Window Type “AA”	\$16,153

**Total Recommended Contract Award** **\$326,502**

We hope that the above information will allow the County to complete its review and take appropriate action. Please do not hesitate to call me if additional information is needed.

Sincerely yours,

HUNT ENGINEERS, ARCHITECTS & LAND SURVEYORS, P.C.



Michael L. Saglibene

cc: File: 3365-001 IIB

U:\3365-001\IIB-CORRESP\IIB-CLIENT\IIB-220408\_RFB-2406 - Chemung County HRC Window Replacement Project Recommendation Letter.Doc

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**

**RFB-2406 HRC BUILDING WINDOW REPLACEMENT PROJECT PHASE II**

Bid Opening: April 7, 2022

<b>Bidders</b>	<b>Detullan LLC dba Southern Glass Service*</b>	<b>Frontier Glass Inc.**</b>	<b>Williams Construction and Spray Foam LLC.</b>	<b>Windows Specialist INC.***</b>
<b>Surety</b>	<b>Bid Bond</b>	<b>Bid Bond</b>	<b>Bid Bond</b>	<b>Bid Bond</b>
<b>Addendum #1 and #2</b>	<b>Received</b>	<b>Received</b>	<b>Received</b>	<b>Received</b>
<b>Base Bid -General Trades Contract</b>	<b>\$296,100.00</b>	<b>\$248,997.00</b>	<b>\$293,000.00</b>	<b>\$210,545.00</b>
<b>Alternate # 1 Window Type E Removal and replacement of window and roller shades</b>	<b>\$17,700.00</b>	<b>\$16,650.00</b>	<b>\$14,920.00</b>	<b>\$12,430.00</b>
<b>Alternate # 2 Window Type E Removal and replacement of window and roller shade</b>	<b>\$17,700.00</b>	<b>\$16,650.00</b>	<b>\$14,920.00</b>	<b>\$12,430.00</b>
<b>Alternate # 3 Window Type G Removal and replacement of window no roller shade required</b>	<b>\$15,275.00</b>	<b>\$15,000.00</b>	<b>\$15,946.00</b>	<b>\$14,176.00</b>
<b>Alternate # 4 Window Type F Removal and replacement of window and louver.Disconnect and Reconnect ductwork. No roller shades required</b>	<b>\$20,200.00</b>	<b>\$15,400.00</b>	<b>\$14,193.00</b>	<b>\$12,309.00</b>
<b>Alternate # 5 Window Type AA Removal and replacement of window and roller shades</b>	<b>\$20,900.00</b>	<b>\$17,500.00</b>	<b>\$19,500.00</b>	<b>\$16,153.00</b>
<b>Alternate # 6 Window Type AA Removal and replacement of window and roller shades</b>	<b>\$20,900.00</b>	<b>\$17,500.00</b>	<b>\$19,500.00</b>	<b>\$16,153.00</b>
<b>Alternate # 7 Window Type AA Removal and replacement of window and roller shades</b>	<b>\$20,900.00</b>	<b>\$17,500.00</b>	<b>\$19,300.00</b>	<b>\$16,153.00</b>
<b>Alternate # 8 Window Type AA Removal and replacement of window and roller shades</b>	<b>\$20,900.00</b>	<b>\$17,500.00</b>	<b>\$19,300.00</b>	<b>\$16,153.00</b>

\* Did not answer question 2A on EEO form

\*\* Did not answer question 2 or 2A on EEO form

\*\*\*Did not answer questions 2A on EEO Form



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution authorizing Purchase Agreement with Emergent Devices on behalf of the Chemung County Sheriff's Office (Narcan)

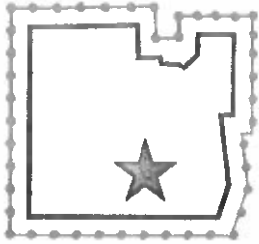
**Resolution #:** 22-252  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

### Explain action needed or Position requested (justification):

The Chemung County Sheriff's Office is requesting authorization to purchase Naloxone HCL Nasal Spray (Narcan), to be carried by their law enforcement officers. The purchase of Narcan will be made through Emergent Devices via MMCAP contract MMCAP contract MMS2000303 (PGB-2352), at a price of \$850.80 per case of 12 cartons (2-devices per carton).

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">Justification for Utilizing a Cooperative Contract signed.pdf</a>	<a href="#">Justification for utilizing a Cooperative Contract</a>	<a href="#">Cover Memo</a>	3/28/2022
<a href="#">Legal Adv.pdf</a>	<a href="#">Legal Adv</a>	<a href="#">Cover Memo</a>	3/28/2022
<a href="#">Print snip NARCAN pricing.pdf</a>	<a href="#">Print snip NARCAN pricing</a>	<a href="#">Cover Memo</a>	3/28/2022
<a href="#">RFP MMS2000303.pdf</a>	<a href="#">RFP MMS2000303</a>	<a href="#">Cover Memo</a>	3/28/2022
<a href="#">MMCAP INFUSE - Emergent Devices.pdf</a>	<a href="#">Emergent Devices - MMS20000303</a>	<a href="#">Cover Memo</a>	4/21/2022



CHEMUNG COUNTY  
CITY OF ELMIRA  
PURCHASING DEPARTMENT

**Justification for Utilizing a Cooperative Contract**

Date 12/29/2021

Requesting Department Sheriff/Jail

Requesting Employee McKenzie Roberts Position Administrative Assistant

Cooperative or Lead Agency MMCAP / STATE of Minnesota

Contract No. MMS2000303 (PGB-2352) Pharmaceuticals and over the Counter Products (NARCAN)

Vendor(s) Name(s) Emergent Devices

We have reviewed and completed due diligence on the aforementioned cooperative contract. As part of the due diligence review, we have confirmed that the contract complies substantially with our procurement rules and practices. We have further confirmed that all purchases will comply with the terms and prices in the contract. It has been determined that it is in the best interests of our entity to utilize this contract for the reasons cited below:

Issue	Procurement Consideration
<b>New York State Considerations:</b>	
1. Was the contract let by the United States or any agency thereof, any state or any other political subdivision or district therein?	State of Minnesota, MN Department of Administration
2. Was the contract made available for use by other governmental entities?	✓ Yes, Pg 2 RFP
3. Was the contract let in a manner that constitutes competitive bidding "consistent with state law?"	✓ Yes, see responses to questions 4-7 below
4. Was there a public solicitation of bids consistent with GML 103.5 and serves to ensure that the purposes of GML 103 are furthered?	✓ Yes, Advertised in Minnesota State Register
5. Was the submission of sealed bids, or analogous procedure, done in a manner to secure and preserve the integrity of the process and confidentiality of the bids submitted?	✓ Electronic Bid Submissions via SpeedBuy
6. Was the preparation of bid specifications, or a similar document that provides a common standard for bidders to compete fairly?	Excel spreadsheet list of products, located on member website. Vendors can provide add'l products as well.
7. Was the award to the lowest bidder who materially or substantially meets the bid specifications and is determined to be a responsible bidder?	✓ No, awarded on Best Value. See Evaluation Criteria on Pg 5 of RFP

## Justification for Utilizing a Cooperative Contract

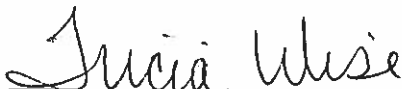
<b>General Considerations:</b>	
8. Do the terms, conditions and scope of work/specifications meet the need?	Yes, this was the only vendor that can provide the specific type of dispensing Sheriff's dept. needed & auth. to use.
9. If no, are the terms, conditions and scope of work/specifications negotiable? It should be noted here if terms or prices were negotiated.	
10. Does the cooperative contract provide the most advantageous solution? Why? Factors may include advantageous terms, conditions, prices, quality, performance, timing, entity's experience and ability to duplicate the contract, age of the contract, etc.	Yes, advantageous Terms, Conditions
11. Will any and all purchases comply with the terms and prices in the contract?	Yes
12. Will volume pricing advantages be applied to purchases?	Yes, prices are based on volume purchases
13. Was past experience with the cooperative or lead agency acceptable?	Chemung County has not used this Cooperative but other NYS Counties have positive results
14. Is the item urgently needed?	Yes
15. Can a local vendor provide this service? If so, why were they not considered?	There is no local vendor
16. What is the age of the contract? How many years is it into its contract term?	Expires June 30, 2024
<b>ADDITIONAL COMMENTS:</b>	

Usage reviewed and approved by:

  
Signature

**Jackie Crowley**

Buyer Name

  
Signature

**Tricia Wise**

Director of Purchasing Name



50 Sherburne Avenue  
Suite 112  
St. Paul, MN 55155  
651.201.2420  
infuse-mn.gov

## MMCAP Infuse Procurement Certification

PROGRAM: PHARMACY CONTRACTS AND BUSINESS OPERATIONS

<b>EVIDENCE OF PUBLICATION</b>	<b>Solicitation Title</b>	Pharmaceuticals and Over the Counter Products
	<b>RFP Publication Date</b>	February 10, 2020
	<b>Proposal Due Date and Time</b>	April 17, 2020 2 p.m. Central Time
	<b>Minnesota State Register Publication Date</b>	February 10, 2020
	<b>Link to State Register Notice</b>	<a href="https://mn.gov/admin/bookstore/register.jsp">https://mn.gov/admin/bookstore/register.jsp</a> Volume 44, Number 33 Located on State Register Page Number(s): 887-888
	<b>State of Minnesota, Office of State Procurement Website Publication Solicitation Number</b>	28866
	<b>Addendums</b>	Total: 7 No.1 Answers to questions. No.2 Answers to questions. No.3 Answers to questions. No.4 Extend due date No.5 Extend due date No.6 Extend due date No.7 Extend due date
<b>RESPONSE INFORMATION</b>	<b>Number of Vendors Directly Notified of Open Solicitation</b>	269
	<b>Number of Proposals Received</b>	163
	<b>Names of Vendors Submitting Proposals</b>	ABBOTT DIABETES CARE SALES CORPORATION AbbVie US LLC ACCORD HEALTHCARE INC ACELLA PHARMACEUTICALS ADAPT PHARMA INC. AFAXYS INC AGAMATRIX, INC. AKORN, INC.



		<p> Akron Pharma Inc  ALKERMES, INC.  Allergan USA, Inc.  ALLIANCE LABS, LLC  ALMATICA PHARMA, INC.  ALVOGEN  AMERICAN HEALTH PACKAGING  AMERICAN REGENT, INC  AMNEAL PHARMACEUTICALS, LLC  AMPHASTAR PHARMACEUTICALS, INC.  Amring Pharmaceuticals  ANIP ACQUISITION COMPANY d/b/a ANI PHARMACEUTICALS, INC.  APOTEX CORP.  APOTHECUS PHARMACEUTICAL  ASCEND LABORATORIES, LLC  Aspen Pharma Group, LLC  ASTRAZENECA PHARMACEUTICALS LP  ATHENEX PHARMACEUTICAL DIVISION  AUROBINDO PHARMA U.S.A., INC.  AUROMEDICS PHARMA LLC  AVET PHARMACEUTICALS INC. (formerly Heritage)  AvKARE, Inc.  B. BRAUN MEDICAL INC.  Bausch Health US, LLC  BAYER HEALTHCARE PHARMACEUTICALS  Bionpharma Inc.  BIRCHWOOD LABORATORIES, INC.  BOEHRINGER INGELHEIM  BPI LABS, LLC  BRISTOL-MYERS SQUIBB  Brookfield Pharmaceuticals, LLC  CAMBER PHARMACEUTICALS, INC.  Cardinal Health 110, LLC and Cardinal Health 112, LLC  CARLSBAD TECHNOLOGY, INC.  Celltrion USA, Inc.  CHARTWELL PHARMACEUTICALS  CIPLA USA, INC.  CMP PHARMA  Cosette Pharmaceuticals, Inc.  Covis Pharmaceuticals  CUTIS PHARMA, INC / AZURITY  D2 Pharma Consulting LLC  Dash Pharmaceuticals LLC  DR REDDY'S LABORATORIES </p>
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		<p> DSE Healthcare Solutions LLC  DYNAX TECHNOLOGIES CORPORATION  ECI PHARMACEUTICALS LLC  ELI LILLY &amp; CO  EMERGENT TRAVEL HEALTH INC.  EPIC PHARMA, LLC.  Evus  EYWA PHARMACEUTICALS INC.  FERNDAL LABS  FOCUS HEALTH GROUP  FOSUN PHARMA USA INC.  FRESENIUS KABI, LLC.  G2 PRODUCTS LLC  GENDOSE PHARMACEUTICALS  GENSCO LABORATORIES  GERI-CARE  GLENMARK PHARMACEUTICALS INC., USA  GOLDEN STATE MEDICAL SUPPLY, INC  GREENSTONE LLC  GRIFOLS USA, LLC.  GSK (GLAXOSMITHKLINE)  GSK CONSUMER HEALTHCARE  H2-Pharma, LLC  HARRIS PHARMACEUTICAL INC  Hikma Pharmaceuticals USA Inc.  HLS THERAPEUTICS INC.  HR PHARMACEUTICALS, INC  HUMCO HOLDING GP  i-Health, Inc  Indivior Inc.  JOHNSON &amp; JOHNSON HCS  JUBILANT CADISTA PHARMACEUTICALS INC.  KADMON PHARMACEUTICALS, LLC  KEDRION BIOPHARMA, INC.  KONSYL PHARMACEUTICALS  KVK-TECH, INC.  LANNETT COMPANY  Laser Pharmaceuticals  LEADING PHARMA, LLC  LIFESCAN, INC.  MACLEODS PHARMA USA, INC.  MAJOR PHARMACEUTICALS  MAYNE PHARMA INC.  MCKESSON PACKAGING SERVICES (SKY)  MEDEXUS PHARMA INC. </p>
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		<p> MEDIQUE PRODUCTS  MEITHEAL PHARMACEUTICALS, INC.  MERCK SHARP &amp; DOHME CORP. (MERCK &amp; CO)  METHOD PHARMACEUTICALS, LLC  Micro Labs USA, Inc.  MYLAN INSTITUTIONAL INC.  MYLAN PHARMACEUTICALS  MYLAN SPECIALTY L.P.  NEXUS PHARMACEUTICALS, INC.  NIVAGEN PHARMACEUTICALS  NOVADOZ PHARMACEUTICALS LLC  NOVO NORDISK  PAR PHARMACEUTICALS  PAR STERILE PRODUCTS, LLC.  PARAPRO, LLC  PATRIN PHARMA, INC.  Patriot Pharmaceuticals  PERRIGO PHARMACEUTICALS  PFIZER INC.  PFIZER INJECTABLES  PHARMACEUTICAL ASSOCIATES, INC  PIRAMAL CRITICAL CARE  PRASCO LABORATORIES  PRECISION DOSE  PROVELL PHARMACEUTICALS, LLC  PURDUE PHARMA LP  QUINN PHARMACEUTICALS  RB HEALTH (US) LLC (RBH)  RETRACTABLE TECHNOLOGIES, INC  Rising Pharmaceuticals Inc  SAGENT PHARMACEUTICALS, INC.  SANDOZ INC.  SANOFI AVENTIS U.S. LLC  SANOFI PASTEUR INC.  SETON PHARMACEUTICALS, LLC  Slayback Pharma  SNAP MEDICAL INDUSTRIES, LLC  SOLCO HEALTHCARE US, LLC.  Somerset Therapeutics, LLC / Pharma  SPECGX LLC  STANBIO LABORATORY (EKF Diagnostics)  STRATUS PHARMACEUTICALS  STRIDES PHARMA, INC  SUN PHARMACEUTICAL INDUSTRIES, INC.  SUNOVION PHARMACEUTICALS, INC. </p>
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		TAGI Pharma, Inc. TARO PHARMACEUTICALS U.S.A., INC. Teligent Inc. TEVA PHARMACEUTICALS USA, Inc. TEVA SPECIALTY Tris Pharma Inc TRIVIDIA HEALTH INC. TRUPHARMA, LLC. TWI PHARMACEUTICALS USA UCB, INC. ULTI-MED UNICHEM PHARMACEUTICALS (USA), INC. UPSHER SMITH LABS VIRTUS PHARMACEUTICALS VISTAPHARM, INC. VITRUVIAS THERAPUTICS WOCKHARDT USA LLC WOODWARD PHARMA SERVICES LLC Xellia Pharmaceuticals USA, LLC. X-GEN PHARMACEUTICALS, INC. Xiromed LLC ZYDUS PHARMACEUTICALS USA
	<b>Rejected Vendors</b>	Number: 0
	<b>Evaluation Committee Makeup</b>	MMCAP Infuse staff and Members
	<b>Final Contracts</b>	Number: 160 Located at <a href="http://www.infuse-mn.gov">www.infuse-mn.gov</a> (log in required).
<b>CONTRACT INFORMATION</b>	<b>Initial Contract Term</b>	Varies 7/1/2020 – 6/30/2024
	<b>Available Extensions</b>	Yes
	<b>Names of Vendors Awarded a Contract</b>	ABBOTT DIABETES CARE SALES CORPORATION AbbVie US LLC ACCORD HEALTHCARE INC ACELLA PHARMACEUTICALS ADAPT PHARMA INC.(Emergent Devices) AFAXYS INC AGAMATRIX, INC. AKORN, INC. Akron Pharma Inc ALKERMES, INC. Allergan USA, Inc. ALLIANCE LABS, LLC ALMATICA PHARMA, INC.

		ALVOGEN AMERICAN HEALTH PACKAGING AMERICAN REGENT, INC AMNEAL PHARMACEUTICALS, LLC AMPHASTAR PHARMACEUTICALS, INC. Amring Pharmaceuticals ANIP ACQUISITION COMPANY d/b/a ANI PHARMACEUTICALS, INC. APOTEX CORP. APOTHECUS PHARMACEUTICAL ASCEND LABORATORIES, LLC ASTRAZENECA PHARMACEUTICALS LP ATHENEX PHARMACEUTICAL DIVISION AUROBINDO PHARMA U.S.A., INC. AUROMEDICS PHARMA LLC AVET PHARMACEUTICALS INC. (formerly Heritage) AvKARE, Inc. B. BRAUN MEDICAL INC. Bausch Health US, LLC BAYER HEALTHCARE PHARMACEUTICALS Bionpharma Inc. BIRCHWOOD LABORATORIES, INC. BOEHRINGER INGELHEIM BPI LABS, LLC BRISTOL-MYERS SQUIBB Brookfield Pharmaceuticals, LLC CAMBER PHARMACEUTICALS, INC. Cardinal Health 110, LLC and Cardinal Health 112, LLC CARLSBAD TECHNOLOGY, INC. Celltrion USA, Inc. CHARTWELL PHARMACEUTICALS CIPLA USA, INC. CMP PHARMA Cosette Pharmaceuticals, Inc. Covis Pharmaceuticals CUTIS PHARMA, INC / AZURITY D2 Pharma Consulting LLC Dash Pharmaceuticals LLC DR REDDY'S LABORATORIES DSE Healthcare Solutions LLC DYNAVAX TECHNOLOGIES CORPORATION ECI PHARMACEUTICALS LLC ELI LILLY & CO EMERGENT TRAVEL HEALTH INC. EPIC PHARMA, LLC.
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		<p> Evus Pharmaceuticals, LLC  EYWA PHARMACEUTICALS INC.  FERNDAL LABS  FOCUS HEALTH GROUP  FOSUN PHARMA USA INC.  FRESENIUS KABI, LLC.  G2 PRODUCTS LLC  GENDOSE PHARMACEUTICALS  GENSCO LABORATORIES  GERI-CARE  GLENMARK PHARMACEUTICALS INC., USA  GOLDEN STATE MEDICAL SUPPLY, INC  GREENSTONE LLC  GRIFOLS USA, LLC.  GSK (GLAXOSMITHKLINE)  GSK CONSUMER HEALTHCARE  H2-Pharma, LLC  HARRIS PHARMACEUTICAL INC  Hikma Pharmaceuticals USA Inc.  HR PHARMACEUTICALS, INC  HUMCO HOLDING GP  i-Health, Inc  Indivior Inc.  JOHNSON &amp; JOHNSON HCS  JUBILANT CADISTA PHARMACEUTICALS INC.  KADMON PHARMACEUTICALS, LLC  KEDRION BIOPHARMA INC  KONSYL PHARMACEUTICALS  KVK-TECH, INC.  LANNETT COMPANY  Laser Pharmaceuticals  LEADING PHARMA, LLC  LIFESCAN, INC.  MACLEODS PHARMA USA, INC.  MAJOR PHARMACEUTICALS  MAYNE PHARMA INC.  MCKESSON PACKAGING SERVICES (SKY)  MEDEXUS PHARMA INC.  MEDIQUE PRODUCTS  MEITHEAL PHARMACEUTICALS, INC.  MERCK SHARP &amp; DOHME CORP. (MERCK &amp; CO)  METHOD PHARMACEUTICALS, LLC  Micro Labs USA, Inc.  MYLAN INSTITUTIONAL INC.  MYLAN PHARMACEUTICALS </p>
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		<p> MYLAN SPECIALTY L.P.  NEXUS PHARMACEUTICALS, INC.  NIVAGEN PHARMACEUTICALS  NOVADOZ PHARMACEUTICALS LLC  NOVO NORDISK  PAR PHARMACEUTICALS  PAR STERILE PRODUCTS, LLC.  PARAPRO, LLC  PATRIN PHARMA, INC.  Patriot Pharmaceuticals  PERRIGO PHARMACEUTICALS  PFIZER INC.  PFIZER INJECTABLES  PHARMACEUTICAL ASSOCIATES, INC  PIRAMAL CRITICAL CARE  PRASCO LABORATORIES  PRECISION DOSE  PROVELL PHARMACEUTICALS, LLC  PURDUE PHARMA LP  QUINN PHARMACEUTICALS  RB HEALTH (US) LLC (RBH)  RETRACTABLE TECHNOLOGIES, INC  Rising Pharmaceuticals Inc  SAGENT PHARMACEUTICALS, INC.  SANDOZ INC.  SANOFI AVENTIS U.S. LLC  SANOFI PASTEUR INC.  SETON PHARMACEUTICALS, LLC  Slayback Pharma  SNAP MEDICAL INDUSTRIES, LLC  SOLCO HEALTHCARE US, LLC.  Somerset Therapeutics, LLC / Pharma  SPECGX LLC  STANBIO LABORATORY (EKF Diagnostics)  STRATUS PHARMACEUTICALS  SUN PHARMACEUTICAL INDUSTRIES, INC.  SUNOVION PHARMACEUTICALS, INC.  TAGI Pharma, Inc.  TARO PHARMACEUTICALS U.S.A., INC.  Teligent Inc.  TEVA PHARMACEUTICALS USA, Inc.  TEVA SPECIALTY  Tris Pharma Inc  TRIVIDIA HEALTH INC.  TRUPHARMA, LLC. </p>
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		<p>TWI PHARMACEUTICALS USA</p> <p>UCB, INC.</p> <p>ULTI-MED</p> <p>UNICHEM PHARMACEUTICALS (USA), INC.</p> <p>UPSHER SMITH LABS</p> <p>VIRTUS PHARMACEUTICALS</p> <p>VISTAPHARM, INC.</p> <p>VITRUVIAS THERAPUTICS</p> <p>WOCKHARDT USA LLC</p> <p>WOODWARD PHARMA SERVICES LLC</p> <p>Xellia Pharmaceuticals USA, LLC.</p> <p>X-GEN PHARMACEUTICALS, INC.</p> <p>Xiromed LLC</p> <p>ZYDUS PHARMACEUTICALS USA</p>
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## COMMENTS REGARDING THIS PROCUREMENT


- This procurement was drafted and managed in compliance with the State of Minnesota's procurement laws, rules, and policies.
- Responses to the solicitation were received prior to the due date and time above and only responsive proposals were evaluated.
- The evaluation panel strictly followed all procurement requirements, and awards were only made to vendors that provided the best value to MMCAP Infuse members.
- Each contract was negotiated individually for the best benefit of MMCAP Infuse members as a whole.
- Notice of the contracts have been made to MMCAP Infuse members and are posted on the MMCAP Infuse website.

## CERTIFICATION

I certify that MMCAP Infuse, as a government-operated group purchasing organization housed in the State of Minnesota Department of Administration, Office of State Procurement, has strictly followed State of Minnesota laws, rules and policies for this procurement.

<b>MMCAP Infuse Pharmacy Program Manager:</b> Sara Turnbow	<b>Signature:</b> <small>DocuSigned by:</small> <i>Sara Turnbow</i>
<b>Project Manager:</b> Jennifer VanderPlaats	<small>894A651D2CF54DE</small> <b>Signature:</b> Jennifer VanderPlaats <small>Digitally signed by Jennifer VanderPlaats  Date: 2021.01.13 10:27:54 -06'00'</small>
<b>Contact Information:</b> 651.201.2420	<b>Date:</b> 1/13/2021



	A	B	C	D	E	
		MMCAP Infuse Catalog - 1/24/22				
1						
2						
3	NDC	UPC/ISBN	SKU	MMCAP INFUSE CONTRACT PRICE	CONTRACT END DATE	ITEM DESCRIPTION
716	00024584001			\$800.00	6/30/24	00024584001   ZALTRAP 100 MG/4 ML VIAL   ZIV-AFLIBERCEPT 100 MG/4ML VIAL   STR: 100 M
717	00024584101			\$1,600.00	6/30/24	00024584101   ZALTRAP 200 MG/8 ML VIAL   ZIV-AFLIBERCEPT 200 MG/8ML VIAL   STR: 200 M
718	00075062300			\$213.69	6/30/24	00075062300   LOVENOX 100 MG/ML SYRINGE   ENOXAPARIN SODIUM 100 MG/ML SYRINGE
719	00955101010			\$213.69	6/30/24	00955101010   ENOXAPARIN 100 MG/ML SYRINGE   ENOXAPARIN SODIUM 100 MG/ML SYRINGE
720	69547035302			\$70.90	6/30/24	69547035302   NARCAN 4 MG NASAL SPRAY   NALOXONE HCL 4 MG SPRAY   STR: 4 MG   DS commercial insurance
721	63824005718			\$8.54	6/30/24	63824005718   MUCINEX D ER 600-60 MG TABLET   GUAIFENESIN/PSEUDOEPHEDRINE HCL 600
	63824005718			\$8.54	6/30/24	63824005718   MUCINEX D ER 600-60 MG TABLET   GUAIFENESIN/PSEUDOEPHEDRINE HCL 600

# State of Minnesota

MMCAP INFUSE

OFFICE OF STATE PROCUREMENT



## **Request for Proposals (RFP) for Pharmaceuticals and Over the Counter Products**

### **Minnesota's Commitment to Diversity and Inclusion**

The State of Minnesota is committed to diversity and inclusion in its public procurement process. The goal is to ensure that those providing goods and services to the State are representative of our Minnesota communities and include businesses owned by minorities, women, veterans, and those with substantial physical disabilities. Creating broader opportunities for historically under-represented groups provides for additional options and greater competition in the marketplace, creates stronger relationships and engagement within our communities, and fosters economic development and equality.

To further this commitment, the Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans, and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651-296-2600 or go to [www.mn.gov/admin/oep](http://www.mn.gov/admin/oep).



## Request for Proposals for Pharmaceuticals and Over the Counter Products

**Proposal Due Date: March 24, 2020, 2 p.m. Central Time**

RFP Release Date	February 10, 2020
Cutoff Date for Questions	March 10, 2020, 2 p.m. Central Time
Final RFP Answers Posted	March 12, 2020
Proposal Due Date	March 24, 2020, 2 p.m. Central Time
Contract Effective Date	July 1, 2020

MMCAP Infuse (MMCAP Infuse) is a governmental cooperative serving thousands of state and local government facilities across the United States. MMCAP Infuse is operated by the State of Minnesota (State) Department of Administration's Office of State Procurement (OSP) and is governed by Minnesota laws and procurement policies.

MMCAP Infuse Members are state agencies and political subdivisions throughout the United States. Membership is available to government-operated facilities, and the extent to which a Member participates in the program is voluntary. Members can include but are not limited to the following classes of trade: correctional facilities, psychiatric treatment facilities, student health services, public health services, nursing homes, and public hospitals. For more information on MMCAP Infuse, visit [www.infuse-mn.gov](http://www.infuse-mn.gov).

### **SECTION 1 – INSTRUCTIONS TO RESPONDERS**

<b>Steps for Completing Your Response</b>	Follow the steps below to complete your response to this RFP:  Step 1: Read the solicitation document and ask questions, if any Step 2: Write your response Step 3: Sign and submit your response
<b>Incomplete Submittals</b>	A proposal must be submitted along with any required additional documents. Incomplete proposals that materially deviate from the required format and content may be rejected.

#### **STEP 1 READ THE SOLICITATION DOCUMENT & ASK QUESTIONS, IF ANY**

<b>How to Ask Questions</b>	The contact for questions is: <a href="mailto:mmcap_infuse.rfp@state.mn.us">mmcap_infuse.rfp@state.mn.us</a>  Questions must be emailed to the contact by the Cutoff Date for Questions listed in this RFP.  Questions will be answered in batches as they arrive. Answers will not be attributed to the entity asking the question and repetitive questions will be batched, summarized, and responded to with a single answer. The final
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## STEP 1 READ THE SOLICITATION DOCUMENT & ASK QUESTIONS, IF ANY

posting of answers will be no later than 4:30 p.m., Central Time on the Final RFP Answers Posted date listed in this RFP.

For the duration of this solicitation, MMCAP Infuse will post answers to questions on an ongoing basis. Answers will be issued as an addendum. Copies of addenda will be automatically e-mailed to those submitting a request for a copy of this RFP through the State of Minnesota portal: <http://www.mmd.admin.state.mn.us/process/admin/postings.asp>. Responders will not receive automatic notice of addenda when obtaining this RFP from any other source.

MMCAP Infuse staff will not respond to any material questions regarding the scope of the RFP after the Cutoff Date for Questions. MMCAP Infuse Members must not be contacted in regard to this RFP.

## STEP 2 WRITE YOUR RESPONSE

### Request for Proposals (RFP)

In Section 3, insert your response to the questions as asked or provide content as requested.

By signing this response, your Company is making a legal, binding offer for a contract to provide services to the State of Minnesota.

## STEP 3 SIGN & SUBMIT YOUR RESPONSE

### Documents Required for a Complete Proposal

- ☐ Vendor Response Form, Section 3
- ☐ Exceptions to MMCAP Infuse's Sample Agreement Terms and Conditions and General Requirements, Exhibits A and B, submitted in Microsoft Word unlocked and unrestricted for editing
- ☐ Exhibit C: Workforce Certificate Form (submitted in PDF),
- ☐ Exhibit D: Certification Regarding Lobbying (submitted in PDF),
- ☐ Exhibit E: Affidavit of Noncollusion (submitted in PDF),
- ☐ Products and Pricing, Section 4, consisting of:
  - ☐ Electronic submission via BuySpeed, at <https://mmcap.buyspeed.com>
  - ☐ Electronic Excel spreadsheet via email, of products and pricing that is submitted by Responder in BuySpeed. Title this Excel document Exhibit F and include it with your response.
- ☐ Exhibit G: additional Proposed Products not in First DataBank (if applicable)

### Where to Send Your Response

Responder must submit an electronic copy of the completed proposal documents, Exhibits A – G, via email to

**STEP 3****SIGN & SUBMIT YOUR RESPONSE**

MMCAP\_Infuse.RFP@state.mn.us using the Responder's Company Name and "Pharmaceutical RFP Response" in the subject line.

**Response Submission Deadline** Must be received not later than Proposal Due Date and time listed in this RFP as indicated by the email timestamp. All costs incurred in responding to this RFP will be borne by the responder.

**Responders are encouraged to prepare and submit proposals prior to the due date, as late proposals may not be considered.**

**SECTION 2 – RFP PROJECT INFORMATION****1. Description of Project:**

MMCAP Infuse is requesting proposals for pharmaceutical and over the counter (OTC) products from manufacturers and suppliers. MMCAP Infuse is required to conduct a public solicitation using fair and open competition in order to contract with Responders. Products awarded as a result of this solicitation will be ordered through and delivered to member facilities using MMCAP Infuse contracted pharmaceutical wholesalers. MMCAP Infuse's current wholesalers are AmerisourceBergen Drug Corporation, Cardinal Health, Morris & Dickson Co., FFF Enterprises, and Diplomat Pharmacy Inc. (**Authorized Wholesalers**). MMCAP Infuse reserves the right to work with its Authorized Wholesalers during the RFP process to verify information related to Responders' proposals. Direct sales from contracted vendors to members are not the preferred method of delivery but may be permitted at the discretion of MMCAP Infuse in very limited circumstances.

**All products proposed for this RFP must be available in the marketplace, as well as loaded and viewable in MMCAP Infuse's Authorized Wholesalers' ordering systems, by May 15, 2020, and available for distribution by the Contract Effective Date.** If the product is not available by May 15, 2020, MMCAP Infuse reserves the right to withdraw the award and re-award the product to the next Responder providing the best value.

Products excluded from this solicitation include:

- a. Pharmaceuticals compounded under Section 503B of the Federal Food, Drug, and Cosmetic Act
- b. Oral, metabolic, infant formula, and enteral nutritional supplement products, which will be managed by a forthcoming solicitation

- 2. Product Distribution.** Unless approved by MMCAP Infuse for direct sales or an alternate distribution method, Responder must have a contractual relationship with Authorized Wholesalers. AmerisourceBergen Drug Corporation, Cardinal Health, and Morris & Dickson Co. are MMCAP Infuse's contracted distributors for pharmaceutical and OTC product distribution, while FFF Enterprises and Diplomat Pharmacy Inc. are MMCAP Infuse's primary distributors for specialty pharmaceuticals. In the event of a pre-approved distribution method outside of the Authorized Wholesalers, MMCAP Infuse reserves the right to dual award those products. Upon execution of contracts awarded from this RFP, MMCAP Infuse's Authorized Wholesalers will be given the names of awarded Vendors, the awarded products, and the prices. MMCAP Infuse requires written confirmation that products and pricing have

been reported to its Authorized Wholesalers. While MMCAP Infuse will work with Authorized Wholesalers to stock awarded products, product stocking is solely the responsibility of the awarded Responder.

**3. Contract and Duration.**

We anticipate the awards resulting from this RFP will last up to five years (Agreement).

For multisource products, MMCAP Infuse will issue an annual products and pricing RFP. Multisource products may be awarded to other Responders during each annual cycle. In the event an awarded vendor loses all products on its Agreement during an annual cycle, it will not lose its vendor status with MMCAP Infuse and is eligible to resubmit products and pricing during the next annual cycle. Awarded vendors with no awarded products are still encouraged to submit offers throughout the term of the Agreement; all offers will require a right of first refusal to the awarded vendor. MMCAP Infuse reserves the right to open its RFP process to new vendors during each annual cycle.

Pricing for single source products will be negotiated through this RFP and throughout the term of the Agreement.

Agreement extensions beyond the originating term may be offered on an extremely limited basis and only when both MMCAP Infuse and the awarded vendor agree to the term and/or extension.

This RFP cannot be used as a procurement vehicle by which the Responder and member enter into their own stand-alone agreement.

**4. Response Evaluation**

Responses will first be reviewed to confirm compliance with the minimum qualifications identified above. Responses that meet all the minimum qualifications will be further evaluated in accordance with the following:

<b>Factors</b>	<b>Percentage</b>
Agree to fixed pricing for the term of the contract (through June 30, 2021)	10%
Ability to completely comply with Administrative Fee Data Format listed in Article 2.9 of the MMCAP Infuse Contract (e.g., Responder's ability to produce requested reports in the desired format) as evidenced by a sample report due with the Proposal submission	5%
Communication with the MMCAP Infuse Authorized Wholesalers via EDI (electronic data interchange) for chargebacks, contract load and product loading.	5%
Price	80%

**Preferences**

6% Minnesota Certified Targeted Group/Economically Disadvantaged Preference

6% Veteran-owned Preference

Minnesota Resident Vendor Preference

Responses will be evaluated by a team of MMCAP Infuse staff and Members. MMCAP Infuse reserves the right to require a demonstration of capabilities and/or ordering systems via in-person meetings, webinar, or other such mechanism.

This RFP does not obligate MMCAP Infuse to award a contract or complete the project, and the State reserves the right to cancel the solicitation if it is considered to be in its best interest.

If a Responder with an Agreement with MMCAP Infuse is awarded a contract as a result of this RFP, MMCAP Infuse reserves the right to amend the active agreement to include the scope of this RFP rather than issue a brand-new document.

#### **5. Additional MMCAP Infuse Rights Reserved**

MMCAP Infuse typically makes awards to one Responder (sole awards) per drug, strength, and pack size. MMCAP Infuse reserves the right to either not award or dual award products based on the following:

- a. Family awards
- b. Product formulations (e.g., alcohol free/sugar free, flavor, product, size)
- c. Packaging type based on facility need (e.g., non-metal tubes for correctional facilities, etc.)
- d. Products not carried by MMCAP Infuse's Authorized Wholesalers
- e. Look-alike/sound-alike products
- f. Tall-man letters
- g. Unit-of-use bar coding and/or other patient safety features
- h. Member-specific preferences, such as flavor and color
- i. The product's appearance on the current FDA/ASHP Drug Shortages List
- j. Additional, award decisions will be made when, in the opinion of MMCAP Infuse, therapeutic response, patient compliance, product availability, quality, and/or patient safety may be adversely affected if a single manufacturer's product line (all strengths and package sizes) is awarded

### SECTION 3 – VENDOR RESPONSE FORM

INSTRUCTIONS: Fill in the information requested below.

#### 1. Responder's Contact Information

Company's Full Legal Name:	
Business Address:	
Company Website:	
Federal Employer Identification Number:	
Primary Contact Person's Name:	
Title:	
Telephone Number:	
E-Mail Address:	
Alternate Contact Person:	
Title:	
Telephone Number:	
E-Mail Address:	
Admin Fee Contact Person:	
Telephone Number:	
E-Mail Address:	
Membership Contact Person:	
Telephone Number:	
E-Mail Address:	
Reporting/Data Contact Person:	
Telephone Number:	
E-Mail Address:	

#### 2. Pass/Fail Criteria

Does Responder comply with each term?

Yes	No	Term
		<b>cGMP</b> Responder certifies it is in compliance with the Food and Drug Administration's current "Good Manufacturing Practices" (cGMP) (as codified in 21 C.F.R. § 201-211) and the current United States Food, Drug, and Cosmetic Act, if applicable
		<b>Drug Supply Chain Security Act (DSCSA)</b> Responder is in compliance with all currently applicable sections of the Drug Quality and Security Act Title II.
		<b>Authorized Wholesalers/Chargeback System</b> Responder has products available at least two of MMCAP Infuse's three Authorized Wholesalers (AmerisourceBergen, Cardinal Health, and Morris & Dickson) AND has a chargeback system in place with these wholesalers. If Responder checks "No," an explanation must be provided in Responder's submission.



Responders that have not completed each section will not be further considered.

3. Scored Criteria

Yes	No	Term
		<b>Price Increases</b> Responder agrees to fixed pricing for the term of the contract, through June 30, 2021.
		<b>Administrative Fee Data</b> Responder will provide data in the format and timeframe defined in Article 2.9 of the MMCAP Infuse Sample Contract.
		<b>Communication via Electronic Data Interchange (EDI)</b> Responder's chargebacks, product and pricing communication with MMCAP Infuse's Authorized Wholesalers is via EDI
		<b>Administrative Fee</b> Responder will pay a 3% administrative fee on all contract purchases (minus any credits) to MMCAP Infuse.

4. Alterations or Additions to the State's Agreement

If you wish to take an exception to the State's Agreement (Exhibit A), please indicate that below and attach any appropriate documentation.

☐None

☐See attached document detailing proposed alterations and/or additions to the State's General Terms.

5. Alterations or Additions to the State's RFP General Terms

If you wish to take an exception to the State's RFP General Terms (see Exhibit B), please indicate that below and attach any appropriate documentation.

☐None

☐See attached document detailing proposed alterations and/or additions to the State's RFP Terms.

6. Does Responder allow MMCAP Infuse Members to seek reimbursement for products from third party insurers?

☐ Yes

☐ No

7. Does Responder allow MMCAP Infuse Members able to seek credit for unopened, expired product through reverse distributors Inmar Rx Solutions, National Pharmaceutical Returns, Inc., and/or PharmaLink, Inc?

8. List Responder's proposed products that are non-returnable when ordered from MMCAP Infuse's Authorized Wholesalers or directly from Responder, if applicable.

9. List Responder's manufacturing facility locations where products being proposed are manufactured.

## SECTION 4 – Products and Pricing Proposal

### *A. Required Submissions*

#### **1.) Electronic Submission Via BuySpeed**

MMCAP Infuse uses BuySpeed (<https://mmcap.buyspeed.com>) for receiving and evaluating Products and Pricing Proposals submitted in response to this RFP. All Responders must use this web-based system. Products and Pricing Proposals submitted in any other manner may not be considered. To enter products and pricing into BuySpeed, Responders must have a Vendor ID and Password.

- **Responders that ARE current contract holders** will receive a Vendor ID and Password in an email notification on the RFP Release Date. Responders that do not receive the notification on RFP Release Date should check junk or spam email folders and if the notification cannot be found, send a request to [MMCAP\\_Infuse.RFP@state.mn.us](mailto:MMCAP_Infuse.RFP@state.mn.us).
- **Responders that ARE NOT current contract holders** should send a Vendor ID and Password request to [MMCAP\\_Infuse.RFP@state.mn.us](mailto:MMCAP_Infuse.RFP@state.mn.us). BuySpeed account creation may take up to 48 hours. Be prepared to provide the following information:
  - Company name
  - Company address
  - Contact name and title
  - Contact phone number
  - Contact email address
  - Federal Employer Identification Number (EIN)

Be aware that entering a Products and Pricing Proposal into BuySpeed will take considerable time. Responders should not wait until the last minute to submit a proposal. It is recommended that Responders submit proposals a minimum of 48 hours prior to the Proposal Due Date. The deadline for submitting a Products and Pricing Proposal will end at the Proposal Due Date and time indicated in this RFP. If you are in the middle of submitting a Products and Pricing Proposal at the deadline, BuySpeed will not accept Responder's submission. Late proposals may not be considered during the award process.

BuySpeed has created a [vendor training manual](#) to aid in submission. Be sure to follow the steps precisely. For assistance with BuySpeed, either email [MMCAP\\_Infuse.RFP@state.mn.us](mailto:MMCAP_Infuse.RFP@state.mn.us) or call the BuySpeed helpdesk at 651-201-3320.

#### **2.) Electronic Submission Via Email**

MMCAP Infuse requires an electronic copy of Responder's completed Products and Pricing Proposal be submitted via email. All Responders must use this template, which can be obtained from BuySpeed by saving a copy of your completed proposal prior to uploading it into BuySpeed. Products and Pricing Proposals submitted in any other manner may not be considered.

- B. Usage data.** Product usage data reflects MMCAP Members' purchases between January 1, 2019, and December 31, 2019. All totals are Members' purchases made through AmerisourceBergen Drug Corporation, Cardinal Health, and Morris & Dickson Co. and do not include direct purchases, limited distribution network products, or specialty pharmacy products unless these products are distributed through AmerisourceBergen Drug Corporation, Cardinal Health, and Morris & Dickson Co. and are available to MMCAP Infuse's members.
- C. NDC Numbers.** Each product proposed in BuySpeed must have an 11-digit NDC code that is registered with First DataBank, Inc. (FDB). BuySpeed uses Responder's labeler code (the first five digits of Responder's NDCs) to create a list of Responder's products for bidding. For questions on NDCs or to

add a labeler code in BuySpeed, contact [MMCAP\\_Infuse.RFP@state.mn.us](mailto:MMCAP_Infuse.RFP@state.mn.us). MMCAP Infuse reserves the right to reject any product not included in FDB.

In the event a Responder wishes to include any products in its proposal that are not in FDB, it must propose these products using Exhibit G. If Responder does not have NDCs, UPCs and/or SKUs must be provided on Exhibit G, along with detailed descriptions of the products.

If Responder receives an award, it is expected that the 11-digit NDC numbers and UPCs/SKUs submitted to MMCAP Infuse in this proposal will be reported to MMCAP Infuse' Authorized Wholesalers in the same format.

- D. **Product Pricing.** Provide the unit price per package as specified in the pack, unit, and case column described by the NDC. It is important for the price to match the packaging specified (e.g., FDB lists packaging as 2mL x 1, but the product is sold as 2mL x 10; provide the price for 2mL x 1). Extend prices two decimal places only.

MMCAP Infuse accepts the following options for pricing type:

1. Fixed price (this price will be fixed for once year with no exceptions);
2. Non-fixed, with a minimum 30-day notice of price increase to MMCAP Infuse;
3. Non-fixed, with a minimum 60-day notice of price increase to MMCAP Infuse;
4. Non-fixed, with a minimum 90-day notice of price increase to MMCAP Infuse;
5. Percentage off Wholesale Acquisition Cost (e.g., 5% off WAC);
6. Fixed discount off WAC (e.g., \$10.00 off WAC).

Pricing type submitted must match Responder's contract terms and conditions, which are found in Article 1 of the Agreement (Exhibit A).

- E. **Changes to Pricing.** Price increases on multisource products after the bid closes and prior to the contract start date, may be subject to re-award.

EXHIBIT A  
Sample Agreement



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Minnesota Department of Administration  
Office of State Procurement  
50 Sherburne Avenue, Suite 112 Administration Building, St. Paul, MN 55155  
Phone: 651.201.2420

[VENDOR]  
VENDOR CONTRACT: MMSXXXX  
Prepared on January 31, 2020

IMPORTANT

Responders awarded products through this solicitation will be required to execute a contract with the State of Minnesota MMCAP Infuse. Please review this sample agreement and if necessary, to take exception to contract language, clearly indicate what language is to be stricken and what language is to be added using "Track Changes." MMCAP Infuse will not accept the Responder's boilerplate contract as an alternative. To obtain a copy of the document in Word, send a request to [MMCAP\\_Infuse.RFP@state.mn.us](mailto:MMCAP_Infuse.RFP@state.mn.us). Numerous and/or onerous exceptions that contradict Minnesota law may result in the Responder's proposal being disqualified from further review and evaluation and consideration for award of a contract. Only those exceptions indicated in the Responder's proposal will be available for discussion or negotiation. Negotiating the terms of a contract with MMCAP Infuse does not guarantee Responder will be awarded a contract. **Redlines to the Agreement must be returned to MMCAP at [MMCAP\\_Infuse.RFP@state.mn.us](mailto:MMCAP_Infuse.RFP@state.mn.us) no later than the Proposal Due Date and time**

PREFIX A  
Definitions and Acronyms  
Are attached and incorporated into the Agreement

**Definitions**

1. **Administrative Fee:** Means three percent (3%) of Contract Pricing for a Products or as listed on *Attachment A*, which will supersede Prefix A.
2. **Agreement:** Means the resulting agreement that is reached between MMCAP Infuse and the Vendor.
3. **Authorized Wholesaler(s):** \_\_\_\_\_
4. **Class of Trade:** All Members are eligible for contract pricing.
5. **Contract Pricing:** Means the price that the Vendor has agreed to provide the Products to MMCAP Infuse and its Membership as set forth on *Attachment A* and any subsequent amendment to this Agreement.
  - A. **Fixed Pricing:** Means Vendor cannot increase the Contract Pricing for the Products identified on *Attachment A* or any subsequent amendment to this Agreement during the Contract Term.
  - B. **Non-Fixed Pricing:** Means all Products identified as such on *Attachment A* or any subsequent amendment to this Agreement.
  - C. **Wholesale Acquisition Cost (WAC) Minus** - a percentage or dollar amount off WAC that changes by providing MMCAP Infuse prior written notice of the price change along with the new WAC and contract price.
6. **Days:** (Not required to be capitalized) Unless otherwise specified in this Agreement, all references to days will be calendar days.
7. **Failure to Supply (FTS):** Means when the Vendor could not fulfill a combined direct and/or wholesaler purchase volume of one hundred fifty percent (150%) of the Members' previous quarter's volume.
8. **Government Unit:** Any entity as defined by Minnesota Statute 471.59.
9. **Member:** Means an approved MMCAP Infuse State or other Government Unit that has executed a membership application and Member agreement with MMCAP Infuse.
10. **Membership:** Means the joint power cooperative comprised of the MMCAP Infuse authorized States, Members, and other Government Units.
11. **Onboarding Date:** Means the Vendor must allow new Members to access to the Agreement within seven (7) days of notice by MMCAP Infuse and/or the completion of the required paperwork on *Attachment C*.
12. **Primary Account Representative:** \_\_\_\_\_ (Name, Title, Email, Phone)
13. **Products:** Means all products offered by the Vendor in this Agreement, which are identified in *Attachment A*.
14. **State:** Means one of the recognized fifty (50) states of the United States of America.

## AGREEMENT FOR MMCAP INFUSE NO. XXXXXXXX

THIS Agreement is entered into as of the Effective Date by and between the State of Minnesota acting through its Commissioner of Administration ("Minnesota") on behalf of MMCAP Infuse ("MMCAP Infuse") and \_\_\_\_\_, a limited liability company/corporation with an address of \_\_\_\_\_ ("Vendor").

### Contract Term:

1. **Effective Date:** \_\_\_\_\_, or the date MMCAP Infuse obtains all required signatures as required under Minnesota Statute, whichever is later.
2. **Expiration Date:** \_\_\_\_\_.
3. The Contract Term may be extended upon mutual agreement of MMCAP Infuse and Vendor.

## AGREEMENT COMPONENTS

The following components are the Agreement; all referenced Prefix and Attachments, are attached and incorporated into this Agreement.

1. **Prefix A:** Definitions
2. **Attachment A:** Products and Pricing
3. **Attachment B:** Further Discounts
4. **Attachment C:** Required Member Onboarding Forms (if applicable)
5. **Attachment D:** Required Reporting
6. **Attachment E:** MN Statutory Language

## ARTICLE I PRICING AND CHANGES

- 1.1 **Notices.** All notices under this Article must be sent to: MMCAP\_Infuse.Contracts@state.mn.us.
- 1.2 **Pricing Structure:** Pricing for Products are listed on **Attachment A** and will remain in effect during the Contract Term.
- 1.3 **Fixed Pricing.** Vendor must hold pricing firm for at least one (1) year from the Effective Date.
  - A. **Price Reductions.** After the Effective Date, Vendor may submit to MMCAP Infuse price reductions but must notify MMCAP Infuse before they can take effect.
  - B. **Price Increases.** Price increases will only be accepted with (i) at least 30 days' written notice; (ii) a force majeure condition can be established; (iii) and is approved by the MMCAP Infuse. Except as provided for in this Agreement, no fee, percentage, or other cost may be added to the products purchased under this Agreement unless the fee, percentage, or cost is defined and approved in writing by MMCAP Infuse.
- 1.4 **Non-Fixed Pricing.** All Non-Fixed Pricing requires notice of increases be submitted to MMCAP Infuse at least ninety (90) days before the requested increases may take effect. Vendor cannot increase prices until one hundred twenty (120) calendar days after the Effective Date of the Agreement. In the event of any price reductions, Vendor will advise MMCAP Infuse as set forth on Paragraph 1.3(A).
- 1.5 **Wholesale Acquisition Cost (WAC) Minus Percentage or Dollar Pricing.** If specifically noted on **Attachment A** that the prices are a percentage or price off WAC, the price may be changed by providing MMCAP at least five (5) business days' prior written notice of the price change along with the new WAC and pricing. Notices of WAC increases must be sent to MMCAP Infuse. In the event Vendor does not notify MMCAP Infuse of a WAC increase, Vendor must honor wholesalers' chargebacks for the most recent previous pricing until such time as MMCAP Infuse receives notice of the WAC increase.
- 1.6 **Notice to MMCAP Infuse:** Vendor must provide justification for all price increases. In the event Vendor does not notify MMCAP Infuse of a price increase, Vendor must honor wholesalers' chargebacks for the most recent previous Contract price until such time as MMCAP Infuse receives notice of and approves the price increase.
- 1.7 **Notice to Authorized Wholesalers.** The Vendor must notify any and all Authorized Wholesalers of price changes. If Vendor fails to send price notification(s), Vendor agrees to honor all chargebacks at the lower Contract Pricing until such time the Authorized Wholesalers receive notice of and approves the price change. Vendor must confirm with MMCAP Infuse that price changes have been sent to the Authorized Wholesalers.
- 1.8 **Competitive Pricing.** If MMCAP Infuse is made aware and determines during the Contract Term Vendor is offering better Contract Pricing and/or Products to another group purchasing organization or Government Unit, Vendor will

have ten (10) days to work with MMCAP Infuse to amend this Agreement to provide MMCAP Infuse the same Contract Pricing and/or Products.

- 1.9 **Vendor's Right of First Refusal on Equivalent Products.** If an equivalent product's market price is less than the Contract Pricing, MMCAP Infuse will provide ten (10) days to the Vendor to match the price. If the Vendor does not match the price or fails to respond, MMCAP Infuse reserves the right to dual award or re-award the Product(s).
- A. In the event Vendor increases the Contract Pricing, MMCAP Infuse reserves the right to obtain quotes from other vendors and to dual or reward a Product to the vendor offering the best value.
  - B. For Vendor to receive right of first refusal on a post one hundred eighty (180) day new generic, the new generic must be a Product on this Agreement at least one-hundred fifty (150) consecutive days before the expiration of the one-hundred eighty (180) day exclusivity period; failure to do so waives Vendor's right of first refusal.
  - C. If Vendor submits an offer for a Product currently awarded to another vendor, each vendor will be permitted one best and final offer. If a Product is challenged by another vendor, each vendor will be provided one best and final offer.
- 1.10 **Value-Added Programs.** Members must be offered any programs normally offered to the Vendor's general customer base (e.g., rebates, tiered pricing, continuing education courses, marketing information, etc.) at the same or lower cost as that offered to the general customer base.
- 1.11 **Product Dating.** All Products supplied to Authorized Wholesalers must have an expiration date of at least one (1) year from the date of manufacture and have a least a six (6) month shelf life from the date of acceptance of the Product by the Authorized Wholesaler.
- 1.12 **Annual Bid Cycle.** Vendor will be required to submit Contract Pricing on an annual basis. Products may be awarded to other contract holders during this annual cycle. In the event Vendor loses all Products on its contract during an annual cycle, it will not lose its Vendor status with MMCAP Infuse and is eligible to resubmit products and pricing during the next annual cycle. MMCAP Infuse reserves the right to open its RFP process to new suppliers during the annual cycle.
- A. *Bid Roll.* Vendor must report its Products to the Authorized Wholesalers no later than forty-five (45) days prior to the start of the next annual cycle. Changes to the Contract will be managed per Paragraph 1.13.
  - B. No Contract Pricing increases can become effective until one hundred twenty (120) calendar days after the effective date of the awards resulting from the annual bid cycle.
- 1.13 **Changes.** Any changes to this Agreement, including but not limited to product additions/deletions, price changes, NDC changes, changes to terms and conditions, etc., must be made in writing as an amendment and must be fully executed by the effective date of the amendment. With the exception of changes to Contract Pricing which are subject to Paragraph 1.7, Vendor must send confirmation of amendment changes, including but not limited to additions/deletions, NDC changes, Product removals, etc., to the Authorized Wholesalers within two (2) business days of the time that documentation of the change is received by the Vendor from MMCAP Infuse. If MMCAP Infuse's Authorized Wholesalers do not receive the notification(s), Vendor agrees to honor all chargebacks at the Contract Pricing from the effective date indicated on the amendment. Vendor-generated Product offers, and notifications may be used as amendments to **Attachment A** by submitting to MMCAP Infuse a letter on Vendor's letterhead with the following elements (**Offer Letter**):
- A. Offer Date
  - B. MMCAP Infuse Contract Number
  - C. Action (e.g., addition, deletion, price change, NDC conversion)
  - D. NDC Number
  - E. Product Description
  - F. Packaging
  - G. Most recent previous Contract Price
  - H. New Contract Price
  - I. Pricing Type
  - J. Effective Date
  - K. Signature of an individual authorized to bind Vendor's change to contract.

Upon written acceptance by MMCAP Infuse, Offer Letter will automatically amend **Attachment A** of this Agreement. If MMCAP Infuse indicates that aspects of the Offer Letter conflict with Agreement at that time, Paragraph 10.5 will apply to any subsequent conflicts and/or issues that may arise subsequently. If MMCAP Infuse executes the Offer Letter and provides counters, the Vendor has fifteen (15) days to object to MMCAP Infuse's counters before they are deemed as accepted by Vendor. In the event the Vendor is unwilling or unable to provide offers in this format, MMCAP Infuse will draft all amendments. Vendor must countersign the amendments drafted by MMCAP Infuse to be incorporated into the Agreement. Amendments must be countersigned by the Vendor by the earlier of the following (A): fifteen (15) days; or (B) the Expiration Date.

**ARTICLE II**  
**SUPPLYING AND AVAILABILITY**

- 2.1 Authorized Wholesaler Requirements.** Vendor will notify the Authorized Wholesalers of the initial Products and Contract Pricing and any subsequent changes.
- A. All sales of Products to Members must be through the Authorized Wholesalers unless previously authorized in writing by MMCAP Infuse. Direct sales to Members without written authority may result in immediate termination of this Agreement at the sole discretion of MMCAP Infuse.
  - B. Vendor must establish and maintain chargeback agreement(s) with the Authorized Wholesalers.
  - C. Vendor must notify MMCAP Infuse immediately of any issues (e.g., failure to negotiate terms, etc.) with Authorized Wholesalers that could affect the Contract Products' availability. Notices must be sent to: MMCAP\_Infuse.Contracts@state.mn.us.
- 2.2 Dual Award.** MMCAP Infuse reserves the right to award or dual award Products based on the following: family awards, product formulations, (e.g., alcohol free/sugar free, flavor, product, size), packaging type based on facility need (e.g., non-metal tubes for correctional facilities, etc.), drugs not carried by Authorized Wholesalers, drugs not eligible for reimbursement by Medicaid, look-alike/sound-alike products, products with tall-man lettering, products with unit-of-use barcoding, specific products requested by Members, recall situations, product availability and shortages, quality concerns, failure to supply situations, and in situations that are in the best interest of the MMCAP Infuse and its Members.
- 2.3 First DataBank, Inc.** All prescription Products must have an 11-digit NDC code that is registered with First DataBank, Inc., unless such designation is expressly waived by MMCAP Infuse.
- A. If NDC codes are not applicable (e.g., OTC products), Vendor must use the product's UPC number to create an 11-digit number by adding a zero to the sixth position (e.g., 5-5 [99999-99999] becomes 5-4-2 [99999-0999-99]). If the Product does not have an NDC number or a UPC code, Vendor must use its product number with leading zeroes (e.g., product #90024 = 00000-0900-24).
  - B. Vendor must report Products to Authorized Wholesalers using only these approved formats.
- 2.4 Product Discontinuation.** With the exception of a recall, If the Vendor assigns, discontinues, or deletes a Product during the Agreement, Vendor must provide written notice to MMCAP Infuse and Authorized Wholesaler at least sixty (60) days prior. If the Vendor removes a Product, Vendor will honor Contract Pricing until the Authorized Wholesalers' inventories are depleted or a mutually agreed upon removal date. If inventory is depleted prior to the end of the sixty (60) day period, Paragraph 2.9 will apply; removal of Products on backorder or shortage will be subject to Paragraph 2.9.
- 2.5 Price Audits and Corrections.** In the event of a Contract Pricing error that is attributable to the Vendor, Vendor agrees to accept credit/rebills for the past twelve (12) calendar months. When MMCAP Infuse discovers an error in pricing, it will notify Vendor.
- 2.6 Product Recalls.** Vendor will supply a copy of its returned goods/credit policy to MMCAP Infuse and/or Authorized Wholesalers upon request.
- 2.7 Returned Goods/Credits.** The Vendor will supply a copy of its returned goods/credit policy to MMCAP Infuse and/or Authorized Wholesalers upon request.
- 2.8 Backorders.** Vendor must provide written notice of all Product backorders expected to last longer than thirty (30) calendar days and/or inability to supply situations to MMCAP Infuse within twenty (24) hours of the knowledge of the situation. Notices must include the reason(s) for and the expected duration of the issue. Notices must be sent to: MMCAP\_Infuse.Contracts@state.mn.us.
- 2.9 Failure to Supply (FTS).** It is the responsibility of the Vendor to maintain sufficient inventory levels for all Products to meet the foreseeable needs of the Members. Provided Vendor was responsible for the FTS as opposed to an Authorized Wholesaler or force majeure, The Vendor agrees to utilize the following process in the event of an FTS:
- A. Member may purchase an alternate equivalent generic product on the open market for the period in which the Vendor is unable to provide the Product. If the cost for the alternative is higher, the Vendor will be liable for any excess cost over the Contract Pricing.
  - B. Reimbursement: Members will submit the following information to the Vendor for each Product that reimbursement is expected:
    - i. Name, Address, City, State, and Zip
    - ii. DEA or HIN
    - iii. Point of contact for reimbursement (including telephone number and e-mail address)
    - iv. Product NDC number, description
    - v. MMCAP Infuse Contract Price
    - vi. Authorized Wholesaler Name, Address, City, State, Zip
    - vii. Authorized Wholesaler account number
    - viii. Authorized Wholesaler distribution service fee



- ix. Alternate NDC
  - x. Alternate NDC manufacturer
  - xi. Alternate NDC purchase price
  - xii. Alternate NDC quantity purchased
  - xiii. Alternate NDC date purchased
  - xiv. Amount due
  - xv. Reason (e.g., brief description, such as Manufacturer Backorder)
  - xvi. A copy of the invoice showing the purchase of an equivalent generic product from the alternate source.
- C. Vendor must pay claims directly to the Authorized Wholesaler within thirty (30) days of receipt of a claim as described above. A detailed payment of claim report must be provided with payment to the Member.
  - D. Vendor will not be liable for FTS if Vendor can prove that its inability to supply any Product was not due to its acts or omissions. Vendor must provide written documentation to MMCAP Infuse, demonstrating there were adequate stock levels at Vendor's warehouse, Authorized Wholesaler order patterns that show inconsistency, and Authorized Wholesaler order information that includes order date and ship date, for the relevant time period.
  - E. Vendor will be responsible for payment of FTS claims for one hundred eighty (180) calendar days unless the Vendor has provided MMCAP Infuse with at least one hundred eighty (180) calendar days' advanced written notice of the intent to remove said Product(s) from production and discontinue distribution in the U.S. market. Vendor will remain responsible for all FTS claims during the notice period.
  - F. In the event MMCAP Infuse chooses to process FTS claims on behalf of the Member, Vendor will receive thirty (30) days' advanced written notice. Vendor agrees to accept electronic claims from MMCAP Infuse, any MMCAP Infuse contracted FTS claims system vendor, and/or the Member. All FTS payments made to MMCAP Infuse must be separate from Administrative Fee payments and must be clearly identified as such.

### **ARTICLE III**

#### **TERMINATION, CANCELLATION, AND REMEDIES**

- 3.1 **Cancellation.** MMCAP Infuse may cancel this Agreement any time, without cause, upon thirty (30) days' written notice to the other Vendor.
- 3.2 **Termination for Cause.** Either party may terminate this Agreement at any time on the basis the other party breached this Agreement. The moving party must provide written notice to the other party, which upon the receiving party has thirty (30) days to cure the defects. Upon thirty days (30), the breaching party has not cured the defects, the moving party may terminate this Agreement after ten (10) subsequent days.
- 3.3 **Termination for Insufficient Funding.** MMCAP Infuse may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the Products covered here. Termination must be by written or electronic mail notice to the Vendor. MMCAP Infuse is not obligated to pay for any Products that are provided after notice and effective date of termination. However, the vendor will be entitled to payment, determined on a pro rata basis, for Products satisfactorily performed to the extent that funds are available. Minnesota will not be assessed any costs, fees, or other charges if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MMCAP Infuse must provide the Vendor notice of the lack of funding within a reasonable time of MMCAP Infuse receiving that notice.
  - A. For orders made by a Member, Vendor agrees to the applicable statutory terms of the applicable Member if the Member fails to receive funding, or appropriations, limitations or other expenditure authority at levels enough to pay for the Products.
- 3.4 **Force Majeure.** Parties will not be considered in default in the performance of its obligations in the Agreement to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other catastrophes beyond the reasonable control of the party. Force majeure will not apply to the extent that the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party claiming excuse of performance under this provision must provide the other party prompt written notice of the failure to perform, take commercially reasonable efforts to mitigate the damages caused to all parties, and take all necessary steps to bring about performance as soon as practicable.
- 3.5 **Breach.** In the event of a breach of this Agreement, MMCAP Infuse and Members reserve the right to pursue any other remedy available by law. Vendors may be removed from the Vendor's list; suspended; or debarred from receiving a contract for failure to comply with terms and conditions of the Agreement.
- 3.6 **Failure to Perform.** Upon failure to perform the following items in the time and manner as set forth herein, the following fees shall be paid by Vendor:

- A. Reports. In the event that any report and/or data provided by the Vendor, pursuant to the terms of this Agreement, is not received according to schedule, contains incorrect data, incomplete data, or no data, or is more than a minor defect or causes harm to MMCAP Infuse's ability to conduct business or its governmental purpose, Vendor will pay the following to MMCAP Infuse: \$500/day, until resolved.
  - B. Late Administrative Fee Payments: As provided for in statute for late payments to the State of Minnesota.
  - C. Notices and Signatures. If the Vendor fails to provide notice or signature as provided for in this Agreement, the Vendor will pay the following to MMCAP Infuse: \$200/day, until resolved.
  - D. Class of Trade: In connection with this Agreement, if the Vendor denies pricing to any class of trade that has not been pre-approved by MMCAP Infuse, Vendor will pay MMCAP Infuse \$200/per violation.
  - E. Adding and Removing Members. Every time the Vendor fails to meet the timeline requirements in this Agreement to add or remove a Member's eligibility to purchase Products Infuse, Vendor will pay MMCAP Infuse \$1,500/per violation.
  - F. Application of Fees. The application of the amounts herein shall not excuse Vendor's performance obligations as set forth in this Agreement, nor will it waive any rights of MMCAP Infuse or Members to seek any and all available legal and equitable remedies. Vendor acknowledges that the fees set forth above are not penalties, but rather seek to make MMCAP Infuse and Members whole for any failure of performance by the Vendor, as based upon good faith estimates as agreed to by the parties.
- 3.7 **Dispute Resolution**. Vendor and MMCAP Infuse will handle dispute resolution for unresolved issues using the following procedure.
- A. Notification. Parties shall promptly notify each other of any known dispute and work in good faith to resolve such dispute within thirty (30) days.
  - B. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either MMCAP Infuse or Vendor may escalate the resolution of the issue to a higher level of management. When escalated a teleconference will be scheduled between MMCAP Infuse and the Vendor to review the dispute and develop a proposed resolution and plan of action.
  - C. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of their responsibilities under the Agreement that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Agreement, in the accomplishment of all undisputed work, any additional costs incurred by MMCAP Infuse and/or Members as a result of such failure to proceed shall be borne by the Vendor.
  - D. No Waiver. This clause shall in no way limit or waive either party's right to seek available legal or equitable remedies.

#### **ARTICLE IV MEMBERSHIP**

- 4.1 **Onboard, Transition, and Implementation**. If the Vendor requires additional paperwork for Members to acquire the Products, Vendor will work with MMCAP Infuse and Members to determine the appropriate steps and schedule for an onboard and transition. Vendor's documents and/or procedure for implementing and transitioning Members to this Agreement is set forth on **Attachment C**.
- 4.2 **Membership Listing**. MMCAP Infuse will provide Vendor a complete listing of the Membership. MMCAP Infuse reserves the right to add and remove Members during the Contract Term.
  - A. New Members. The Vendor must allow new Members to access to the Agreement the Onboarding Date. As new Members are added, MMCAP Infuse will provide Vendor with monthly e-mail notices announcing a new Membership list has been posted.
  - B. Removing Members. Vendor must provide MMCAP Infuse written notification at least thirty (30) days prior to removing any Member. If MMCAP Infuse does not receive notification that a Member has been removed from Contract Pricing, Vendor will honor Contract Pricing for the Member for thirty (30) after MMCAP Infuse receives the written notice.
- 4.3 **Membership Eligibility**. Upon request, Vendor will send an electronic eligibility list identifying which Members are eligible for contract pricing to: MMCAP\_Infuse.Contracts@state.mn.us.
  - A. If the Vendor has eligibility requirements, Vendor must provide MMCAP Infuse access to Vendor's online contract and eligibility management system in addition to providing MMCAP Infuse the algorithm it uses to categorize a Member's into a class of trade.
- 4.4 **Non-Solicitation**. During the term of this Agreement, Vendor will not solicit any Members or prospective Members to enter into or negotiate a separate contract or agreement for the same or substantially equivalent products and services offered in this Agreement without MMCAP Infuse's prior written consent. Vendor is not prohibited from responding to a request for proposals issued by a Member that may include Products and services covered by this Agreement.

- 4.5 **DEA License/HIN.** Unless the Member purchases a controlled substance, the Vendor may not require that a Member have a Drug Enforcement Administration number assigned to it in order to be eligible for contracted prices. The Vendor may require a Health Industry Number from Member.
- 4.6 **Product Use.** All items acquired by Members under this Agreement are purchased for consumption in traditional governmental functions and not for the purpose of competing against private enterprise.

## **ARTICLE V**

### **AGREEMENT MANAGEMENT**

- 5.1 **Primary Account Representative.** Vendor will assign a Primary Account Representative to MMCAP Infuse for this Agreement and must provide a minimum of seventy-two (72) hours advanced notice to MMCAP Infuse if that person is reassigned. In the event that the Primary Account Representative is unresponsive or does not meet MMCAP's Infuse needs, the Vendor will assign another Primary Account Representative upon MMCAP Infuse's request. The Primary Account Representative will be responsible for:
- A. Proper maintenance and management of the Agreement, including timely execution of all amendments.
  - B. Timely response to all MMCAP Infuse inquiries
  - C. Performance of the business review as described in Paragraph 5.2.
  - D. Personnel Changes. Vendor will provide MMCAP Infuse with written advance notice of changes to the Primary Account Representative. In the event that an employee is removed pursuant to a written request from MMCAP Infuse, the Vendor will have ten (10) business days in which to fill the role with an acceptable employee.
- 5.2 **Business Reviews.** Vendor will perform at least one business review with MMCAP Infuse annually. The review will be at a time and location that is mutually agreeable to Vendor and MMCAP Infuse and at a minimum address: a review of sales to members, pricing and contract terms, administrative fees and reporting, supply issues, customer issues, and any other necessary information.

## **ARTICLE VI**

### **WARRANTS, COVENANTS, AND DUTIES OF VENDOR**

- 6.1 **Covenant of Laws.** Vendor shall comply with all state and federal laws, as applicable to each Member, in the performance of this Agreement.
- 6.2 **Required Licenses, Permits, and Registration.** Vendor shall have in place prior to the start of the Agreement, and must maintain for the life of the Agreement, all current licenses, permits and registrations required by state and federal agencies. Vendor must make such documentation available upon request by MMCAP Infuse.
- 6.3 **FDA-Certified Drug Application.** The Vendor acknowledges that each Products has, if required by law, an FDA-certified New Drug Application, an Abbreviated New Drug Application, or a Biologics License Application on file and accepts the liability with which such application confers. The Vendor guarantees to furnish Products that have not been adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, or any regulation of the Federal Food and Drug Administration, or as required by each member state's Board of Pharmacy.
- 6.4 **cGMP** Vendor certifies that it is in compliance with the Food and Drug Administration's current "Good Manufacturing Practices" (cGMP) (as codified in 21 C.F.R. § 201-211) and the current United States Food, Drug, and Cosmetic Act. If the Vendor receives a 483 or similar type warning letter for any Product, it must be provided to MMCAP Infuse within ten (10) days of receipt by Vendor.
- 6.5 **Debarment.** Vendor warrants and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member; and has not been convicted of a criminal offense related to the subject of this Agreement. Vendor further warrants that it will provide immediate written notice to the MMCAP if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.
- A. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion: Federal money will be used or may potentially be used to pay for all or part of the work under the Agreement, therefore Vendor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549.
- 6.6 **Indemnification.** Pursuant to the Minnesota Constitution Article XI Section 1, MMCAP Infuse cannot indemnify the Vendor. Except for causes due to MMCAP Infuse's or Members' sole negligence, Vendor will defend and hold harmless MMCAP Infuse, including MMCAP Infuse's, Members, agents, directors, employees, attorneys, and other representatives during and after this Agreement from and against all actual and potential claims relating to loss,

liability, damage, costs and expenses (including attorneys' fees and legal costs), causes of action, regulatory proceedings, suits, demands, or judgements relating to Vendor's:

- A. Intentional, willful, or negligent acts or omissions;
- B. Fraud and or deceit;
- C. Actions that give rise to strict liability;
- D. Breach of contract;
- E. Breach of warranty;
- F. Violations of federal, state, or local laws, orders, and/or policies;
- G. Employees or subcontractors' criminal and civil claims; and/or
- H. Failure to pay fees, charges, expenses, taxes, or other debts to third parties.

- 6.7 **Antitrust.** The Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to services provided in connection with this Agreement resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota, and/or the antitrust laws of any Member unless otherwise assigned directly to that Member by Vendor with MMCAP Infuse's approval.

## **ARTICLE VII ADMINISTRATIVE FEE**

- 7.1 **Administrative Fee.** In consideration for the administrative support and other services provided by MMCAP Infuse in connection to this Agreement, the Vendor agrees to pay an Administrative Fee on all purchases of Products made by Members with the Vendor through an Authorized Wholesaler.

- A. Vendor must provide Administrative Fee data to MMCAP Infuse within ten (10) business days after the end of each calendar month. The Administrative Fee must be paid as soon as is reasonable after the end of each calendar month, but no later than thirty (30) calendar days after the end of the calendar month. The Vendor will submit a check payable to:

Financial Management & Reporting – MMCAP Infuse  
50 Sherburne Avenue, Suite 309  
St. Paul, MN 55155

- B. Vendor shall not be required to pay the Administrative Fees on tax amounts, returns, or other shipments for which Vendor did not collect payment.

- 7.2 **Reporting.** The Vendor must submit a monthly Administrative Fee Data Report that includes both direct (sales made direct from Vendor to Member) and indirect purchases (sales made through an Authorized Wholesaler). The monthly Administrative Fee Data Report must contain the fields detailed below. Vendor agrees that for indirect sales, chargeback or sales data received from Authorized Wholesalers will be utilized to create the Administration Fee Data Report and if additional reports are needed to support creation of the Administration Fee Data Report, Vendor agrees to bear the cost of any special reporting that may be required by the Vendor in its relationship with the Authorized Wholesalers. All Administrative Fee Data Reports must be sent to: [mmcap.infuse@state.mn.us](mailto:mmcap.infuse@state.mn.us) at the end of each month, but no later than thirty (30) days after the end of the month. The required items for the reports are found on **Attachment D**.

- A. Administrative Fee Data Report fields:

- i. MMCAP Infuse Assigned Authorized Wholesaler Number (Cardinal=0301, AmerisourceBergen=0401, Morris & Dickson=0701)
- ii. MMCAP Infuse Assigned Manufacturer Number
- iii. Direct or Indirect Purchase Indicator (I=Indirect, D=Direct)
- iv. Invoice Date (Point of Sale Date)
- v. Invoice Number
- vi. MMCAP Infuse Participating Facility Name
- vii. Vendor's Account Number for the MMCAP Infuse Facility
- viii. MMCAP Infuse Participating Facility DEA Number, if applicable
- ix. MMCAP Infuse Participating Facility HIN Number, if applicable
- x. MMCAP Infuse Participating Facility Address
- xi. MMCAP Infuse Participating Facility City
- xii. MMCAP Infuse Participating Facility State
- xiii. Product's NDC (Use all 11 digits (00076888888))
- xiv. Product Name (e.g. Acetaminophen with Codeine, Acticin Cream 5%)
- xv. Credit Indicator (C = credit)
- xvi. Contracted Units (The number of units purchased on contract.)
- xvii. MMCAP Infuse Contracted Unit Price

- xviii. Administrative Fee Decimal Percentage (The contracted administrative fee percentage for the NDC number. Report as a decimal (e.g. 0.030))
- xix. Vendor Contracted Sales (Contracted Units \* Contracted Unit Price. Report in dollars)  
Administrative Fee Payment Amount (Administrative Fee Decimal Percentage \* Vendor Contracted Sales. Report in dollars)

## **ARTICLE VIII**

### **INTELLECTUAL PROPERTY**

- 8.1 **MMCAP Infuse Ownership.** MMCAP Infuse owns all rights, title, and interest in MMCAP Infuse customer data, sales transaction data, DEA/HIN information (subject to third-party rights), contract pricing, EDI transaction data, reverse distribution data, and payment data, including copyrights and trade secrets contained therein. MMCAP Infuse grants to Vendor an unlimited, non-revocable, nontransferable, fully paid license, for the term of this Agreement, to: (A) release state specific data to a Member's primary contact; (B) release any of the above data to product manufacturers, when necessary for the performance of this Agreement or as required by Vendor's agreements with such product manufacturers; (C) to release any of the above data to other MMCAP Infuse approved third parties, when necessary for the performance of this Agreement; (D) to provide Member purchase data to aggregators, including IMS Health and NDC Health, subject to Vendor's reasonable efforts to require such data aggregators to protect any identifiable data from discovery by another third party; and (E) to provide Member purchase data to other group purchasing organizations of which the Member is also a member, provided such data will not include MMCAP Infuse-identifiable data. Any MMCAP Infuse identifiable data provided hereunder to a third party must identify the data as MMCAP Infuse data and subject to Minnesota Statutes, Chapter 13. To the extent permitted by law, Vendor hereby agrees that in the event that MMCAP Infuse or a Member requests in writing that its purchase data be kept confidential, such data will not be provided to third party aggregators.
- 8.2 **Vendor Ownership.** Vendor owns all rights, title, and interest to any aggregated data not identifiable as arising from this Agreement and any other intellectual property created for or presented to MMCAP Infuse. Vendor grants to MMCAP Infuse an unlimited, non-revocable, non-transferable, fully paid, perpetual license, to use all intellectual property created for or presented to MMCAP Infuse under this Agreement.
- 8.3 **Pre-Existing Intellectual Property.** MMCAP Infuse and Vendor will each retain ownership of, and all right and, title and interest in and to, their respective pre-existing intellectual property. The Vendor grants Minnesota a perpetual, irrevocable, non-exclusive, royalty free license for Vendor's pre-existing intellectual property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Agreement. The aforementioned license is solely for use by Members, and their agents related to an internal business or governmental purposes.
- 8.4 **Vendor Obligations.** The Vendor must perform all acts, and take all steps necessary to ensure that all intellectual property rights created for MMCAP Infuse or Member are the sole property of the MMCAP Infuse or Member, and that neither Vendor nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Vendor represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities.
- 8.5 **Intellectual Property Indemnification.** The Vendor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless MMCAP Infuse, at the Vendor's expense, from any action or claim brought against MMCAP Infuse to the extent that it is based on a claim of an infringement upon the intellectual property rights of others. The Vendor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Vendor's or MMCAP Infuse's opinion is likely to arise, the Vendor must, at the MMCAP Infuse's discretion, either procure for the MMCAP Infuse the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the MMCAP Infuse will be in addition to and not exclusive of other remedies provided by law.
- 8.6 **Publicity and Endorsement.** Any publicity regarding the subject matter of this Agreement must identify MMCAP Infuse as a sponsoring or endorsing agency and must not be released without prior written approval from MMCAP Infuse. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement.
  - A. Marketing. Any direct advertising, marketing, or direct offers with Members must be approved by MMCAP Infuse. Violation of this may be cause for immediate cancellation of this Agreement and/or MMCAP Infuse may reject any proposal submitted by the Vendor in any subsequent solicitations for awards.
  - B. Endorsement. The Vendor must not claim that MMCAP Infuse, the State of Minnesota, or any Member State endorses its products or services.

**ARTICLE IX**  
**INSURANCE**

9.1 **Notice.** The Vendor is required to submit Certificates of Insurance acceptable to MMCAP Infuse as evidence of insurance coverage requirements prior to commencing work under the Agreement. Vendor will not commence work under the Agreement until they have obtained all the insurance described below and MMCAP Infuse has approved such insurance. Vendor shall maintain such insurance in force and effect throughout the term of the Agreement. The failure of MMCAP Infuse to obtain a Certificate of Insurance, for the policies required under this Agreement or renewals thereof, or failure of the insurance company to notify MMCAP Infuse of the cancellation of policies required under this Agreement shall not constitute a waiver by MMCAP Infuse to the Vendor to provide such insurance. MMCAP Infuse reserves the right to immediately terminate the Agreement if the Vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Vendor. All insurance policies must be open to inspection by MMCAP Infuse and copies of policies must be submitted to MMCAP Infuse. The Vendor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

9.2 **Additional Insurance Conditions.**

- A. Vendor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to MMCAP Infuse with respect to any claim arising out of Vendor's performance under this Agreement;
- B. If Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Vendor agrees to notify MMCAP Infuse within five (5) business days with a copy of the cancellation notice, unless Vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to MMCAP Infuse;
- C. Vendor is responsible for payment of Agreement related insurance premiums and deductibles;
- D. If Vendor is self-insured, a Certificate of Self-Insurance must be attached;
- E. Vendor's policy(ies) shall include legal defense fees in addition to its liability policy limits;
- F. Vendor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best; and
- G. An Umbrella or Excess Liability insurance policy may be used to supplement the Vendor's policy limits to satisfy the full policy limits required by the Agreement.

9.3 **Coverage.** Vendor is required to maintain and furnish satisfactory evidence of the following insurance policies:

- A. Workers' Compensation Insurance: Except as provided below, Vendor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Vendor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:
  - i. \$100,000 – Bodily Injury by Disease per employee
  - ii. \$500,000 – Bodily Injury by Disease aggregate
  - iii. \$100,000 – Bodily Injury by AccidentIf Minnesota Statute 176.041 exempts Vendor from Workers' Compensation insurance or if the Vendor has no employees in the State of Minnesota, Vendor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Vendor from the Minnesota Workers' Compensation requirements. If during the course of the Agreement the Vendor becomes eligible for Workers' Compensation, the Vendor must comply with the Workers' Compensation Insurance requirements herein and provide MMCAP Infuse with a certificate of insurance.
- B. Commercial General Liability Insurance: Vendor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Agreement whether the operations are by the Vendor or by a subcontractor or by anyone directly or indirectly employed by the Vendor under the Agreement. Insurance minimum limits are as follows:
  - i. \$5,000,000 – per occurrence
  - ii. \$5,000,000 – annual aggregate
  - iii. \$5,000,000 – annual aggregate – Products/Completed Operations
  - iv. The following coverages shall be included:
    - a. Premises and Operations Bodily Injury and Property Damage
    - b. Personal and Advertising Injury
    - c. Blanket Contractual Liability
    - d. Products and Completed Operations Liability
    - e. Other; if applicable, please list \_\_\_\_\_

- f. MMCAP named as an Additional Insured, to the extent permitted by law
  - C. Network Security and Privacy Liability Insurance, Including Ransomware (or equivalent): Vendor will maintain insurance to cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. Insurance minimum limits are as follows:
    - i. \$2,000,000 – per occurrence
    - ii. \$2,000,000 – annual aggregate
  - D. Professional/ Technical, Errors and Omissions, and or Miscellaneous Liability Insurance: This policy will provide coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to the Vendor's services required under the Agreement. Insurance minimum limits are as follows:
    - i. \$2,000,000 – per occurrence
    - ii. \$2,000,000 – annual aggregate

## **ARTICLE X**

### **GENERAL TERMS**

- 10.1 **Notices.** If one party is required to provide legal notice or notice under the terms of the Agreement to the other, such notice will be in writing and will be effective upon dispatch. Delivery shall be by certified United States mail, or by email or facsimile transmission provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes.
- 10.2 **Audits.** Under Minn. Stat. § 16C.05, subd. 5, the Vendor's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Minnesota, MMCAP Infuse, and/or the Minnesota Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement. This clause extends to the Membership as it relates to business conducted with and sales a Member.
  - A. Invoice and Pricing Audit. MMCAP Infuse and Members served by this Agreement may periodically audit validity of invoice pricing. Such audits may be conducted only during ordinary business hours and upon reasonable notice.
  - B. Costs. Vendor, MMCAP Infuse, and Members shall each be responsible for its own costs associated with any audit, including costs related to the production of records and/or other documents requested by the other party.
- 10.3 **Assignment.** The Vendor may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of MMCAP Infuse and a fully executed assignment agreement.
- 10.4 **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 10.5 **Order of Precedence.** Vendor agrees that applicable federal and state law will supersede this Agreement, however this Agreement will take precedence over all other the terms, covenants, conditions, commitments, stipulations, order forms, website use of terms, Offer Letters, and other legal documents MMCAP Infuse, Vendor, and/or Member may use in the performance of this Agreement. If the provisions of this Agreement are inconsistent, or are modified, diminished, or derogated with any of the terms and provisions of the aforementioned legal documents in this section, this Agreement will supersede and govern. MMCAP Infuse does not agree to or bound by any additional terms and conditions between the Vendor and Member.
- 10.6 **Counterparts and Electronic Signature.** The Agreement cannot be executed in counterparts and will not be enforceable until MMCAP Infuse has obtained all required signatures. If requested by MMCAP Infuse and Vendor expressly agree to conduct transactions under the Agreement by electronic means (including, without limitation, with respect to execution, delivery, storage, and transfer of this Agreement by electronic means and to the enforceability of this electronic agreement). MMCAP Infuse will be deemed to have control of the authoritative copy for the electronic transferable record, in each case regardless of whether applicable law recognizes electronic transferable records or control of electronic transferable records and regardless of whether this Agreement is an electronic record or transferable record.
- 10.7 **Severability.** If any provision of the Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both MMCAP Infuse and the Vendor will be relieved of all obligations arising under such provisions. If the remainder of the Agreement is capable of performance, it will not be affected by such declaration or finding and will be fully performed.
- 10.8 **Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

- 10.9 **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.



# ATTACHMENT D

## Reporting Requirements

Table 1: Required Data Field for Sales Data Report

Excel Column	Required Data Field Full Name for Sales Data Report
A	MMCAP-assigned facility ID
B	MMCAP Member Name
C	Vendor Distribution Center Code
D	Vendor-assigned Account number for MMCAP Member (this should be the ship-to account number)
E	Invoice Number
F	Invoice Line Number
G	Purchase Order Number
H	Invoice date (MMDDYYYY)
I	Buyer name or equivalent of buyer ID for person submitting the invoices (if available)
J	Vendor's (distributor) SKU item number
K	NDC of purchased Product as stored in First DataBank, Inc. (Required for pharmaceutical Products)
L	LabelName/Product Description
M	Unit Dose (Required for pharmaceutical Products)
N	Pack Size
O	Unit
P	Case Size
Q	Dose (Required for pharmaceutical Products).
R	Strength (Required for pharmaceutical Products).
S	Route (Required for pharmaceutical Products).
T	Unit Price (99999.9999)
U	Quantity Ordered (not Vendor repackaged or re-bundled quantity)(99999.9999)
V	Quantity Shipped (not Vendor repackaged or re-bundled quantity)(99999.9999)
W	Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (99999.9999)
X	Type of transaction (MMCAP contract purchase, other contract purchase (340B, PHS), not on contract purchase) 1=contract item, 2=other contract, 3=not on contract
Y	Bill to Address 1
Z	Bill to City
AA	Bill to State (2 alpha postal code)
AB	Bill to Zip (standard 5-4 format, no dash necessary)
AC	Ship to Address 1
AD	Ship to City
AE	Ship to State (2 alpha postal code)
AF	Ship to Zip (standard 5-4 format, no dash necessary)
AG	Service Fee (99999.9999)
AH	MMCAP Contract Number (MMSxxxxx)
AI	Admin Fee
AJ	Credit Indicator (C for credit)
AK	MMCAP Assigned Wholesaler Code ( <i>Codes will be assigned to PPV's during implementation period of the contract</i> )
AL	Manufacturer Name (MFG Name)
AM	Class of Trade

AN	340b Purchase
AO	Category
AP	Manufacturer Part Number
AQ	List Price
AR	UNSPSC Code (XXXXXXXX)
AS	UNSPSC Description
AT	GLN
AU	GTIN

Table 2: Sales Data Usage Report-Fixed Length Fields

Monthly Sales Data Usage Report - Fixed Length Fields							
Required Data Field Full Name	Field Name	Data Type	Format (note decimals are to be included)	Size	Nulls	Begin Column	End Column
MMCAP-assigned facility ID	MMCAP Id	Alpha Numeric		7	1	1	7
MMCAP Facility Name	MMCAP Name	Alpha Numeric		30	1	8	37
Vendor Distribution Center Code	DistributionCenter	Alpha Numeric		3	1	38	40
Vendor-assigned Account number for the MMCAP Facility	VendAccountNo	Alpha Numeric		10	1	41	50
Invoice Number	InvoiceNumber	Alpha Numeric		15	1	51	65
Invoice Line Number	InvoiceLineNo	Alpha Numeric		4	1	66	69
Purchase Order Number	poNumber	Alpha Numeric		15	1	70	84
Invoice date (mmddccyy)	InvoiceDate	numeric	mmddccyy	8	1	85	92
Buyer name or equivalent of buyer ID for person submitting the invoices	BuyerName	Alpha Numeric		20	1	93	112
Vendor's (distributor) SKU item number	SKU	Alpha Numeric		13	1	113	125
NDC of purchased product in 5-4-2 format as stored in First DataBank, Inc	NDC	Alpha Numeric	999999999	11	1	126	136
Label Name	LabelName	Alpha Numeric		40	1	137	176
Unit Dose	UD	numeric	9	1	1	177	177
Pack Size	Pack Size	numeric	99999.999	9	1	178	186
Unit	Unit	Alpha Numeric		2	1	187	188
Case Size	Case Size	numeric	9999	4	1	189	192
Dose	D	Alpha Numeric		10	1	193	202
Strength	STR	Alpha Numeric		10	1	203	212
Route	RT	Alpha Numeric		10	1	213	222
Unit Price (99999.9999)	UnitPrice	numeric	99999.9999	10	1	223	232
Quantity ordered (not Vendor repackaged or re-bundled quantity)(999999.9999)	QuantityOrdered	numeric	999999.9999	11	1	233	243
Quantity shipped (not Vendor repackaged or re-bundled quantity) (999999.9999)	QuantityShipped	numeric	999999.9999	11	1	244	254
Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (99999999.999)	ExtendedPrice	numeric	99999999.999	13	1	255	267
Type of transaction (MMCAP contract purchase, other contract purchase (340B, PHS), not on contract purchase) 1=contract item, 2=other contract, 3=not on contract	SaleType	Alpha Numeric		1	1	268	268
Bill to Address 1	billtoaddress1	Alpha Numeric		30	1	269	298
Bill to City	billtocty	Alpha Numeric		20	1	299	318
Bill to State (2 alpha postal code)	billtostate	Alpha Numeric		2	1	319	320
Bill to Zip (standard 5-4 format, no dash necessary)	billtozip	Alpha Numeric		9	1	321	329
Ship to Address 1	shiploadress1	Alpha Numeric		30	1	330	359
Ship to City	shiplocity	Alpha Numeric		20	1	360	379
Ship to State (2 alpha postal code)	shiplostate	Alpha Numeric		2	1	380	381
Ship to Zip (standard 5-4 format, no dash necessary)	shiplozip	Alpha Numeric		9	1	382	390
Service Fee (9999.9999)	ServiceFee	numeric	9999.9999	9	1	391	399
MMCAP Contract Number (MMSxxxxx)	contractnumber	Alpha Numeric		10	1	400	409
Admin Fee (9999.9999)	AdminFee	numeric	9999.9999	9	1	410	418
Credit Indicator (C for credit)	CreditIndicator	Alpha Numeric		1	1	419	419
MMCAP Assigned Wholesaler Code (AmeriSource-Bergen=0401, Cardinal Health=0301, Morris-Dickson=0701, Bergen=0201, (New codes will be assigned to PPV's during implementation period of the contract)	WholeCode	Alpha Numeric		4	0	420	423
Manufacture Name (MFG Name)	MfgName	Alpha Numeric		40	1	424	463
Class of Trade	ClassofTrade	Alpha Numeric		4	1	464	467
340b Purchase	340b	Alpha Numeric		1	1	468	468

ATTACHMENT E  
Minnesota Statutory Procurement Language

1. **Government Data Practices.** Parties to this Agreement must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Data Practices Act), as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Vendor or MMCAP Infuse.
  - A. Notification. If the Vendor receives a request to release the data referred to in statute, the Vendor must immediately notify and consult with MMCAP Infuse as to how the Vendor should respond to the request.
  - B. Indemnification. Vendor agrees to indemnify, save, and hold Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision of the Agreement.
  - C. Release of MMCAP Infuse Data. Except as may be required by Data Practices Act, Vendor will not release to any third party any MMCAP Infuse customer data, sales transaction data, DEA/HIN information, contract pricing, EDI transaction data, reverse distribution data, or payment data.
2. **Data Disclosure.** Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Vendor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the MMCAP Infuse, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Vendor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.
3. **Non-discrimination.** The Vendor will comply with the provisions of Minn. Stat. § 181.59.
4. **Affirmative Action Requirements.**
  - A. Covered contracts and vendors. If the Agreement exceeds \$100,000 and the Vendor employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principal place of business, then the Vendor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than forty (40) full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
  - B. Minn. Stat. § 363A.36. Minn. Stat. § 363A.36 requires the Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (**Commissioner**) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
  - C. Minn. R. 5000.3400-5000.3600.
    - i. General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.
    - ii. Disabled Workers. The Vendor must comply with the following affirmative action requirements for disabled workers.
      - a. The Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
      - b. The Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

- c. In the event of the Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
    - d. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
    - e. The Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Vendor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
  - iii. **Consequences.** The consequences for the Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Agreement by the Commissioner or Minnesota.
  - iv. **Certification.** The Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.
5. **E-Verify certification (In accordance with Minn. Stat. § 16C.075).** For services valued in excess of \$50,000, Vendor certifies that as of the date of services performed on behalf of Minnesota, Vendor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of Minnesota. Vendor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Vendor and made available to Minnesota upon request.
  6. **Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053).** The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Vendor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the Vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.
  7. **Contingency Fees Prohibited.** Pursuant to Minn. Statute § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.
  8. **Diverse Spend Reporting.** If the total value of this Agreement may exceed \$500,000 in Minnesota, including all extension options, the Vendor must track and report, on a quarterly basis, the amount paid to diverse businesses both: (A) directly to subcontractors performing under the Agreement, and (B) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Agreement compared to your company's overall revenue). When this applies, you will be set up in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Agreement is in effect.
  9. **Retainage for Minnesota Government Units.** Under Minn. Stat. § 16C.08, subd. 2 (10), no more than ninety percent (90%) of the amount due under this Agreement may be paid until the final product of this Agreement has been reviewed by a Minnesota agency head. The balance due will be paid when the Minnesota agency head determines that the Vendor has satisfactorily fulfilled all the terms of this Agreement.
  10. **Payment to Subcontractors.** To the extent applicable, pursuant to Minn. Stat. § 16A.1245, the Vendor must pay all subcontractors, less any retainage, within ten (10) calendar days of the Vendor's receipt of payment from a Member for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent (1.5%) per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

**EXHIBIT B**  
**General RFP Requirements**

**Conflicts of Interest**

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. This includes any conflict of interests the Responder may have with a Member. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

**Organizational Conflicts of Interest**

To the best of Responder's knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons,

- A. vendor is unable or potentially unable to render impartial assistance or advice to the State;
- B. the vendor's objectivity in performing the contract work is or might be otherwise impaired; or
- C. the vendor has an unfair competitive advantage.

If after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the State's Chief Procurement Officer which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to OSP, the State may terminate the contract for default. Organizational conflicts of interest terms apply to any subcontractors for this work.

**Proposal Contents**

By submission of a proposal, Responder warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

**Responses are Nonpublic during Evaluation Process** All materials submitted in response to this Solicitation will become property of the State. During the evaluation process, all information concerning the responses submitted will remain private or nonpublic and will not be disclosed to anyone whose official duties do not require such knowledge. Responses are private or nonpublic data until the completion of the evaluation process as defined by Minn. Stat. § 13.591. The completion of the evaluation process is defined as the State having completed negotiating a contract with the selected responder. The State will notify all responders in writing of the evaluation results.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Notwithstanding the above, if the State contracting party is part of the judicial branch, the release of data shall be in accordance with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time.

**Contingency Fees Prohibited**

Pursuant to Minnesota Statutes Section 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

**Required Reporting.** During the length of the contract, Responder agrees to provide the required data and metrics in the format that MMCAP Infuse will provide to the awarded Respondents.

**Reimbursements**

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the contractor as a result of the contract will be in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Minnesota Management and Budget will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

**Targeted Group, Economically Disadvantaged Business, Veteran-Owned and Individual Preference.**

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. § 16C.16, businesses that are eligible and certified by the State as targeted group (TG) businesses, economically disadvantaged (ED) businesses, and veteran-owned businesses will receive points equal to 6% percent of the total points available as preference.

For TG/ED/VO certification and eligibility information visit the Office of Equity in Procurement website at <https://mn.gov/admin/business/vendor-info/oep/> or call the Division's Helpline at 651.296.2600.

**Certification Regarding Lobbying**

For State of Minnesota Contracts and Grants over \$100,000, the undersigned certifies, to the best of his or her knowledge and belief that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## EXHIBIT C

### CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Name and Title of Official Signing for Organization

By: \_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Date

## **EXHIBIT D - MINNESOTA – WORKFORCE CERTIFICATE INFORMATION**

Required by state law for ALL bids or proposals that could exceed \$100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

**BOX A – MINNESOTA COMPANIES** that have employed more than 40 full-time employees within this state on any single working day during the previous 12 months, check one option below:

- ☐ Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- ☐ Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on \_\_\_\_\_ (date).

**BOX B – NON-MINNESOTA COMPANIES** that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- ☐ Attached is our current Workforce Certificate issued by MDHR.
- ☐ We certify we are in compliance with federal affirmative action requirements.

**BOX C – EXEMPT COMPANIES** that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- ☐ We attest we are exempt. If our company is awarded a contract, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us).

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of your company.

Name of Company: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

### **For assistance with this form, contact:**

Minnesota Department of Human Rights, Compliance Services

Web:	<a href="http://mn.gov/mdhr/">http://mn.gov/mdhr/</a>	TC Metro:	651-539-1095	Toll Free:	800-657-3704
Email:	<a href="mailto:compliance.mdhr@state.mn.us">compliance.mdhr@state.mn.us</a>			TTY:	651-296-1283



**EXHIBIT E**  
**STATE OF MINNESOTA**  
**AFFIDAVIT OF NONCOLLUSION**

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the MMCAP Infuse Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: \_\_\_\_\_

Authorized Representative (Please Print) \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public Signature: \_\_\_\_\_

My commission expires: \_\_\_\_\_



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Minnesota Department of Administration  
Office of State Procurement  
50 Sherburne Avenue, Suite 112 Administration Building, St. Paul, MN 55155  
Phone: 651.201.2420

**Emergent Devices Inc.**  
**Agreement Number: MMS2000303**  
**Prepared on July 31, 2020**

**PREFIX A**

**Definitions and Acronyms**

Are attached and incorporated into the Agreement

**Definitions**

1. **Agreement:** Means the resulting agreement that is reached between MMCAP Infuse and the Vendor.
2. **Authorized Wholesaler(s):** Means Cardinal Health and Morris & Dickson Co. LLC.
3. **Class of Trade:** Means First Responder, State or Local Government Agency, School/ University, or a Community-based organization.
4. **Contract Pricing:** Means the price that the Vendor has agreed to provide the Products to MMCAP Infuse and its Membership provided that the Members have met the Vendor's eligibility criteria (*Paragraph 5.2*) as set forth on *Attachment A* and any subsequent amendment to this Agreement.
  - A. **Non-Fixed Pricing:** Means all Products identified as such on *Attachment A* or any subsequent amendment to this Agreement.
  - B. **Wholesale Acquisition Cost (WAC) Minus** - a percentage or dollar amount off WAC that changes by providing MMCAP Infuse prior written notice of the price change along with the new WAC and contract price.
5. **Products:** Means all products offered by the Vendor in this Agreement, which are identified in *Attachment A*.
6. **Days:** (Not required to be capitalized) Unless otherwise specified in this Agreement, all references to days will be calendar days.
7. **Failure to Supply (FTS):** *Deleted in its entirety.*
8. **Government Unit:** Any entity as defined by Minnesota Statute 471.59.
9. **Member:** Means an approved MMCAP Infuse State or other Government Unit that has executed a membership application and Member agreement with MMCAP Infuse.
10. **Membership:** Means the joint power cooperative comprised of the MMCAP Infuse authorized States, Members, and other Government Units.
11. **Onboarding Date:** Means the Vendor must allow new Members to access to the Agreement within seven (7) days of notice by MMCAP Infuse and/or the completion of the required paperwork on *Attachment C*.
12. **Onboarding Forms:** Emergent Declaration Form, Emergent Letter of Authorization, Emergent Credit Application
13. **Primary Account Representative:** Paul Hunter, Sr. Director – US Market Access & Distribution, 484 253 3028, [hunterp@ebsi.com](mailto:hunterp@ebsi.com)
14. **State:** Means one of the recognized fifty (50) states of the United States of America.

**AGREEMENT FOR MMCAP INFUSE NO. MMS2000303**

THIS Agreement is entered into as of the Effective Date by and between the State of Minnesota acting through its Commissioner of Administration ("Minnesota") on behalf of MMCAP Infuse ("MMCAP Infuse") and Emergent Devices Inc. (formerly known as Adapt Pharma Inc.), a corporation with an address of 401 Plymouth Road, Suite 400, Plymouth Meeting, Pennsylvania 19462 ("Vendor").

**Contract Term:**

1. **Effective Date:** September 1, 2020 or the date MMCAP Infuse obtains all required signatures as required under Minnesota Statute, whichever is later.
2. **Expiration Date:** June 30, 2024.
3. The Contract Term may be extended upon mutual agreement of MMCAP Infuse and Vendor.

**AGREEMENT COMPONENTS**

The following components are the Agreement; all referenced Prefix and Attachments, are attached and incorporated into this Agreement.

1. **Prefix A:** Definitions
2. **Attachment A:** Products and Pricing
3. **Attachment B:** Further Discounts
4. **Attachment C:** Required Member Onboarding Forms
5. **Attachment D:** Required Reporting
6. **Attachment E:** MN Statutory Language

**ARTICLE I**  
**PRICING AND CHANGES**

- 1.1 **Notices.** All notices under this Article must be sent to: MMCAP\_Infuse.Contracts@state.mn.us.
- 1.2 **Pricing Structure:** Pricing for Products are listed on **Attachment A** and will remain in effect during the Contract Term.
- 1.3 **Fixed Pricing.** Reserved.
- 1.4 **Non-Fixed Pricing.** All Non-Fixed Pricing requires notice of increases be submitted to MMCAP Infuse at least ninety (90) days before the requested increases may take effect. Vendor cannot increase prices until one hundred twenty (120) calendar days after the Effective Date of the Agreement.
  - A. **Price Reductions.** After the Effective Date, Vendor may submit to MMCAP Infuse price reductions but must notify MMCAP Infuse before they can take effect.
- 1.5 **Wholesale Acquisition Cost (WAC) Minus Percentage or Dollar Pricing.** If specifically noted on **Attachment A** that the prices are a percentage or price off WAC, the price may be changed by providing MMCAP Infuse at least two (2) business days' prior written notice of the price change along with the new WAC and pricing. Notices of WAC increases must be sent to MMCAP Infuse. In the event Vendor does not notify MMCAP Infuse of a WAC increase, Vendor must honor wholesalers' chargebacks for the most recent previous pricing until such time as MMCAP Infuse receives notice of the WAC increase.
- 1.6 **Notice to MMCAP Infuse:** Vendor must provide two (2) business days' prior written notice for all price increases as set forth in **Paragraph 1.6**. In the event Vendor does not notify MMCAP Infuse of a price increase, Vendor must honor wholesalers' chargebacks for the most recent previous Contract Pricing until such time as MMCAP Infuse receives notice of the price increase in accordance with **Paragraph 1.6**.
- 1.7 **Notice to Authorized Wholesalers.** The Vendor must notify any and all Authorized Wholesalers of price changes. If Vendor fails to send price notification(s), Vendor agrees to honor all chargebacks at the lower Contract Pricing until such time the Authorized Wholesalers receive notice of and approve the price change. Vendor must confirm with MMCAP Infuse that price changes have been sent to the Authorized Wholesalers.
- 1.8 **Competitive Pricing.** Subject to applicable law, Vendor agrees that the Contract Pricing for Product offered by Vendor to MMCAP Infuse through this Agreement shall be at least as good as Vendor's national U.S. average price for such Products provided to group purchasing organizations of comparable size, function, and membership that impose on their members comparable compliance requirements to those imposed by MMCAP Infuse, provided that (i) the type, term, product mix and other terms and conditions of the applicable group purchasing agreements are materially comparable, and (ii) the anticipated volumes of products purchased under the applicable group purchasing agreements, and the actual volumes of products purchased, over any twelve-month period are substantially the same.
- 1.9 **Vendor's Right of First Refusal on Equivalent Products.** If an equivalent product's market price is less than the Contract Pricing, MMCAP Infuse will provide ten (10) days to the Vendor to match the price. If the Vendor does not match the price or fails to respond, MMCAP Infuse reserves the right to dual award or re-award the Product(s).

- A. In the event Vendor increases the Contract Pricing, MMCAP Infuse reserves the right to obtain quotes from other vendors and to dual or reward a Product to the vendor offering the best value.
  - B. For Vendor to receive right of first refusal on a post one hundred eighty (180) day new generic, the new generic must be a Product on this Agreement at least one-hundred fifty (150) consecutive days before the expiration of the one-hundred eighty (180) day exclusivity period; failure to do so waives Vendor's right of first refusal.
  - C. If Vendor submits an offer for a Product currently awarded to another vendor, each vendor will be permitted one best and final offer. If a Product is challenged by another vendor, each vendor will be provided one best and final offer.
- 1.10 **Value-Added Programs.** Members must be offered any programs normally offered to the Vendor's general customer base who are in the same class of trade (e.g., rebates, tiered pricing, continuing education courses, marketing information, etc.) at the same or lower cost as that offered to the general customer base of the same class of trade.
- 1.11 **Product Dating.** All Products supplied to Authorized Wholesalers must have an expiration date of at least one (1) year from the date of manufacture and have a least a six (6) month shelf life from the date of acceptance of the Product by the Authorized Wholesaler.
- 1.12 **Annual Bid Cycle.** *Deleted in its entirety.*
- 1.13 **Changes.** Any changes to this Agreement, including but not limited to product additions/deletions, price changes, NDC changes, changes to terms and conditions, etc., must be made in writing as an amendment and must be fully executed by the effective date of the amendment. With the exception of changes to Contract Pricing which are subject to Paragraph 1.7, Vendor must send confirmation of amendment changes, including but not limited to additions/deletions, NDC changes, Product removals, etc., to the Authorized Wholesalers within two (2) business days of the time that documentation of the change is received by the Vendor from MMCAP Infuse. If MMCAP Infuse's Authorized Wholesalers do not receive the notification(s), Vendor agrees to honor all chargebacks at the Contract Pricing from the effective date indicated on the amendment. Vendor-generated Product offers and notifications may be used as amendments to **Attachment A** by submitting to MMCAP Infuse a letter on Vendor's letterhead with the following elements (**Offer Letter**):
- A. Offer Date
  - B. MMCAP Infuse Contract Number
  - C. Action (e.g., addition, deletion, price change, NDC conversion)
  - D. NDC Number
  - E. Product Description
  - F. Packaging
  - G. Most recent previous Contract Price
  - H. New Contract Price
  - I. Pricing Type
  - J. Effective Date
  - K. Signature of an individual authorized to bind Vendor's change to contract.

Upon written acceptance by MMCAP Infuse, Offer Letter will automatically amend **Attachment A** of this Agreement. If MMCAP Infuse indicates that aspects of the Offer Letter conflict with Agreement at that time, Paragraph 11.5 will apply to any subsequent conflicts and/or issues that may arise subsequently. If MMCAP Infuse executes the Offer Letter and provides counters, the Vendor has fifteen (15) days to object to MMCAP Infuse's counters before they are deemed as accepted by Vendor. In the event the Vendor is unwilling or unable to provide offers in this format, MMCAP Infuse will draft all amendments. Vendor must countersign the amendments drafted by MMCAP Infuse to be incorporated into the Agreement. Amendments must be countersigned by the Vendor by the earlier of the following (A): fifteen (15) days; or (B) the Expiration Date.

## **ARTICLE II**

### **SUPPLYING AND AVAILABILITY**

- 2.1 **Authorized Wholesaler Requirements.** Vendor will notify the Authorized Wholesalers of the initial Products and Contract Pricing and any subsequent changes.
- A. Sales of Products to Members may be through the Authorized Wholesalers or direct to Members.
  - B. Vendor must establish and maintain chargeback agreement(s) with the Authorized Wholesalers.
  - C. Vendor must notify MMCAP Infuse immediately of any issues (e.g., failure to negotiate terms, etc.) with Authorized Wholesalers that could affect the Contract Products' availability. Notices must be sent to: MMCAP\_Infuse.Contracts@state.mn.us.
- 2.2 **Dual Award.** MMCAP Infuse reserves the right to award or dual award Products based on the following: family awards, product formulations, (e.g., alcohol free/sugar free, flavor, product, size), packaging type based on facility need (e.g., non-metal tubes for correctional facilities, etc.), drugs not carried by Authorized Wholesalers, drugs not eligible for reimbursement by Medicaid, look-alike/sound-alike products, products with tall-man lettering, products

with unit-of-use barcoding, specific products requested by Members, recall situations, product availability and shortages, quality concerns, failure to supply situations, and in situations that are in the best interest of the MMCAP Infuse and its Members.

- 2.3 **First DataBank, Inc.** All prescription Products must have an 11-digit NDC code that is registered with First DataBank, Inc., unless such designation is expressly waived by MMCAP Infuse.
- A. If NDC codes are not applicable (e.g., OTC products), Vendor must use the product's UPC number to create an 11-digit number by adding a zero to the sixth position (e.g., 5-5 [99999-99999] becomes 5-4-2 [99999-0999-99]). If the Product does not have an NDC number or a UPC code, Vendor must use its product number with leading zeroes (e.g., product #90024 = 00000-0900-24).
- B. Vendor must report Products to Authorized Wholesalers using only these approved formats.
- 2.4 **Product Discontinuation.** With the exception of a recall, If the Vendor assigns, discontinues, or deletes a Product during the Agreement, Vendor must provide written notice to MMCAP Infuse and Authorized Wholesaler at least sixty (60) days prior. If the Vendor removes a Product, Vendor will honor Contract Pricing until the Authorized Wholesalers' inventories are depleted or a mutually agreed upon removal date.
- 2.5 **Price Audits and Corrections.** In the event of a Contract Pricing error that is attributable to the Vendor, Vendor agrees to accept credit/rebills for the past twelve (12) calendar months. When MMCAP Infuse discovers an error in pricing, it will notify Vendor.
- 2.6 **Product Recalls.** Vendor will supply a copy of its returned goods/credit policy to MMCAP Infuse and/or Authorized Wholesalers upon request.
- 2.7 **Returned Goods/Credits.** The Product purchased at the MMCAP Contract Price is not returnable. The Vendor will supply a copy of its returned goods/credit policy to MMCAP Infuse and/or Authorized Wholesalers upon request.
- 2.8 **Backorders.** Vendor must provide written notice of all Product backorders expected to last longer than thirty (30) calendar days and/or inability to supply situations to MMCAP Infuse within twenty-four (24) hours of the knowledge of the situation. Notices must include the reason(s) for and the expected duration of the issue. Notices must be sent to: [MMCAP\\_Infuse.Contracts@state.mn.us](mailto:MMCAP_Infuse.Contracts@state.mn.us).
- 2.9 **Failure to Supply (FTS).** Deleted in its entirety.

### **ARTICLE III**

#### **PAYMENT, DIRECT ORDERS, AND DELIVERY**

- 3.1 **Conditions of Payment.** All Products provided by the Vendor under this Agreement must be performed to the satisfaction of MMCAP Infuse and the Member, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Vendor will not receive payment for Products found by MMCAP Infuse to be unsatisfactory or performed in violation of federal, state, or local law.
- 3.2 **Payment Method.** Vendor will accept Electronic Funds Transfer (EFT) as a payment method and Member will initiate this process with its financial institution. The Vendor will not accept credit cards or government purchase cards.
- A. **Mailing Payment:** MMCAP Infuse Members will remit payment for the Product purchased directly from Vendor to the following address:
- Emergent Devices Inc.  
PO BOX 65030  
Baltimore, MD 21264
- 3.3 **Federal Funds.** Payments under this Agreement may be made from federal funds. The Vendor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Vendor's failure to comply with federal requirements.
- 3.4 **Direct Orders.** Members can make direct purchases from the Vendor by its customer service, which can be contacted at: [narcancustomerservice@ebsi.com](mailto:narcancustomerservice@ebsi.com).
- A. **Required Information:** To purchase directly, Members will provide Vendor with one of the following documents:
- i. Standing order signed by a physician; or
  - ii. Letter of authorization signed by a physician or physician assistant or nurse practitioner. A sample letter of authorization can be located in **Attachment C**; or
  - iii. Copy of the Member's pharmacy license. If the address on the pharmacy license is different from the address the units of product are shipping to, the letter of authorization will be completed by a pharmacist authorized to sign such document on behalf of the Member.

To start the account set-up process, MMCAP Infuse Members must submit the above documentation to Vendor's customer service at [narcancustomerservice@ebsi.com](mailto:narcancustomerservice@ebsi.com). Members must allow two (2) business days to process the account set-up once Vendor has received all appropriate documentation, referenced in this Section



- B. Credit Applications will only be required for MMCAP Infuse Members that are not a governmental entity. The credit application can be found in **Attachment C**.
- 3.5 **Orders Conditions.** As a condition for purchasing under this Agreement, purchasers must be Members in good standing with MMCAP Infuse. Vendor may use their own Order Forms. To the extent that the terms of any Order Form(s) conflict with the terms of this Agreement, the terms of this Agreement supersede. Notwithstanding the foregoing, the Vendor reserves the right to dispute any discrepancies arising from additional terms and conditions in the MMCAP Infuse Member's purchase orders. Each Member will be responsible for payment for Products to the Vendor and MMCAP Infuse will not be liable for any unpaid invoice of any Member. Vendor agrees to invoice the Members as established in this Agreement.
- 3.6 **Termination of Individual Orders.** Members may terminate, immediately or as identified by Member, individual Order Forms, in whole or in part, upon written notice to Vendor upon the occurrence of any of the following events:
- A. The Member fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Products to be purchased under the Order Form;
  - B. Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of the Product under the Order Form are prohibited, or the Member is prohibited from paying for the Product from the planned funding source; or
  - C. Back orders, failure to meet delivery requirements, or failures to meet specifications in the Order Form and/or the Agreement authorizes the ordering entity to cancel the order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the Vendor
  - D. Vendor commits any material breach of this Agreement or Order Form.
  - E. Upon receipt of written notice of termination, Vendor will stop performance under the Order Form as directed by the Member. If a standing Order Form is terminated, the Member must pay Vendor in accordance with the terms of this Agreement for goods delivered and accepted by the Member.
- 3.7 **Jurisdiction and Venue of Orders.** Upon completion of the dispute resolution process outlined in this Agreement, and solely with the prior written consent of MMCAP Infuse and the State of Minnesota Attorney General's Office, the Member may bring a claim, action, suit, or proceeding against Vendor. The Member's request to MMCAP Infuse to bring the claim, action, suit, or proceeding must identify the desired jurisdiction, venue, and governing law. As it applies to purchases made by a Member, nothing in the Agreement will be construed to deprive the Member of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions, or limitations of liability applying to this Agreement or afforded by the Member's law.
- 3.8 **Shipment for Products.** Vendor must distribute and deliver the Products covered under this Agreement to all Members, including the states of Alaska and Hawaii. If the Member account is in good standing, the Vendor will at no time, refuse to deliver to any Member without the prior written approval by the Member and MMCAP Infuse. Delivery for Products under this Agreement shall be FOB Destination, freight prepaid is allowed, unless otherwise agreed to by Vendor and Member. Vendor will not add any fuel surcharges to the purchase under this Agreement. Notwithstanding the foregoing, emergency orders, rush orders, orders for products not regularly stocked by Vendor's local servicing distribution center, products dropped shipped from Vendor's contracted supplier, and orders not regularly scheduled are subject to an added shipping and handling charge determined by Vendor and disclosed to Member before a purchase is made.
- A. Delivery Schedule: Upon request from Member, Vendor will work with Member to establish a routine delivery schedule. Delivery for stock items will occur within three (3) business days, from the date the Product is ordered. It is understood that deliveries to Alaska or Hawaii may take longer. All expedited deliveries will be made next day, or on the next scheduled delivery day (excluding Alaska and Hawaii), unless communicated otherwise.
  - B. Hazardous Materials: Vendor will only ship hazardous materials as allowed by the appropriate government regulations.
  - C. Damaged and Lost Products: If Product arrives in broken or damaged condition, the MMCAP Member must have the carrier's agent note the damage on the delivery receipt. Within seven (7) business days of the receiving date, the MMCAP Infuse Member shall report to Vendor any in-transit loss or shortage of Vendor Products. All damaged Products will be reported to Vendor's customer service department and applicable credits will be issued within ten (10) days from date of notification of the damaged item.
  - D. Minimum Order Requirements: Vendor has a minimum order quantity of 12 units and order quantities must be in multiples of twelve (12), as the Product is packaged twelve (12) units to a case.
  - E. Special Conditions for Products: If applicable to the Products offered under this Agreement, Vendor will maintain appropriate temperatures and environmental conditions in accordance with manufacturer requirements for delivery of the Products to the Members. All refrigerated Products will be shipped in returnable coolers or disposable coolers with appropriate packaging to maintain the required temperature range. Products requiring refrigeration will be clearly marked as such. Temperature monitors will be used if they are required by the manufacturer. If Member refuses Products that have been inadequately packaged, the Member will notify Vendor's customer service department to log the complaint. Any costs associated with the return of Product due to improper packaging or transport, will be at the expense of the Vendor.
- 3.9 **Invoicing.** Vendor will submit an invoice with each order.

- A. **Invoice Fields:** At a minimum, Vendor's invoice will contain the following fields:
- i. Member name and Vendor-assigned account number for the Member;
  - ii. Invoice line number and Member's order number (Member must provide an order number at the time of order for this to appear on Vendor's invoice);
  - iii. Bill to and ship to address;
  - iv. Invoice date;
  - v. Vendor's SKU item number, Contracted Item name/description and packaging as associated with NDC number (if applicable to this Agreement);
  - vi. Unit price, quantity ordered, quantity shipped, extension (unit price multiplied by the quantity shipped), and total invoice price; and
  - vii. Applicable omit codes (e.g., manufacturer backorder, manufacturer discontinued, etc.).
- B. **Invoice Rounding:** Vendor agrees to round down if the third digit after the decimal is four (4) or less. Vendor agrees that any rounding will occur at the Member invoice unit price.
- C. **Invoice Disputes:** Member will notify Vendor of any known dispute with an invoice within fifteen (15) days from receipt of the invoice. If all, or a portion of the disputed invoice is found to be in error, Vendor shall issue a credit and/or adjust the original invoice to the Member appropriately, and provide a corrected invoice. Where the above is prohibited by a Member state's applicable law(s), the Vendor shall comply with requirements of that state's law(s) related to disputed invoices. Vendor will make a good faith effort to resolve known disputes related to Agreement pricing within thirty (30) days of notice of the dispute. This clause will in no way be deemed a limitation on the parties, as it relates to the future auditing and/or correction of invoices.

- i. In the event that applicable state law mandates set-off by a Member, such set-off rights shall be exercised only to the extent expressly set forth in the applicable statute.

3.10 **Payment Terms:** Members will be invoiced by Vendor and have thirty (30) days from date of invoice to pay.

3.11 **Credits and Rebills.** Vendor will process credits and rebills as notifications are received from a Member. In the case of an invoice dispute, Vendor will promptly issue credits/rebills, after the Dispute Resolution process set forth in this Agreement.

- A. Vendor credits are valid until they are refunded or the account has used payment.
- B. In the event of a facility closure, or other extreme event where the Member will not be making another purchase through Vendor, the Member may cash out its credit(s).
- C. If directed by a Member, a credit can be transferred from one account to another account.
- D. The Vendor will take all commercially reasonable steps to ensure that credits that become available close to the end of the Member's fiscal year, are activated for use by the Member no later than five (5) days before the end of the fiscal year.
- E. Vendor's credit memo will contain, but is not limited to the following information:
  - i. original order number and invoice number;
  - ii. itemized listing of the Contract Items affected;
  - iii. any new invoices associated with the credit; and
  - iv. Net credit amount available to the Member.

3.12 **Price Audits and Corrections.** In the event of a Contract Pricing error that is attributable to the Vendor, Vendor agrees to process credit/rebills for the past six (6) calendar months. When a Member or MMCAP Infuse discovers an error in pricing, they will notify Vendor.

#### **ARTICLE IV** **TERMINATION, CANCELLATION, AND REMEDIES**

- 4.1 **Cancellation.** Either party may cancel this Agreement any time, without cause, upon thirty (30) days' written notice to the other party.
- 4.2 **Termination for Cause.** Either party may terminate this Agreement at any time on the basis the other party breached this Agreement. The moving party must provide written notice to the other party, which upon the receiving party has thirty (30) days to cure the defects. Upon thirty (30), days the breaching party has not cured the defects, the moving party may terminate this Agreement after ten (10) subsequent days.
- 4.3 **Termination for Insufficient Funding.** MMCAP Infuse may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the Products covered here. Termination must be by written or electronic mail notice to the Vendor. MMCAP Infuse is not obligated to pay for any Products that are provided after notice and effective date of termination; provided that MMCAP must promptly return to Vendor any such Products delivered after the effective date of termination for which MMCAP does not pay Vendor in full. However, the vendor will be entitled to payment, determined on a pro rata basis, for Products satisfactorily performed to the extent that funds are available. Minnesota will not be assessed any costs, fees, or other charges if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MMCAP



Infuse must provide the Vendor notice of the lack of funding within a reasonable time of MMCAP Infuse receiving that notice.

- A. For orders made by a Member, Vendor agrees to the applicable statutory terms of the applicable Member if the Member fails to receive funding, or appropriations, limitations or other expenditure authority at levels enough to pay for the Products.
- 4.4 **Force Majeure.** Parties will not be considered in default in the performance of their obligations (other than payment obligations) in the Agreement to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other catastrophes or events beyond the reasonable control of the party. Force majeure will not apply to the extent that the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party claiming excuse of performance under this provision must provide the other party prompt written notice of the failure to perform, take commercially reasonable efforts to mitigate the damages caused to all parties, and take all necessary steps to bring about performance as soon as practicable.
- 4.5 **Breach.** In the event of a breach of this Agreement, the non-breaching party reserves the right to pursue any other remedy available by law. If the Vendor breaches this Agreement, the Vendor may be removed from the Vendor's list; suspended; or debarred from receiving a contract for failure to comply with terms and conditions of the Agreement.
- 4.6 **Failure to Perform.** Upon failure to perform the following items in the time and manner as set forth herein, MMCAP Infuse will notify Vendor and Vendor will have thirty (30) days to cure the issue. If the Vendor fails to cure the issue within the thirty (30)-day period, the following fees shall be paid by Vendor:
  - A. **Reports.** In the event that any report and/or data provided by the Vendor, pursuant to the terms of this Agreement, is not received according to schedule, contains incorrect data, incomplete data, or no data, or is more than a minor defect or causes harm to MMCAP Infuse's ability to conduct business or its governmental purpose, Vendor will pay the following to MMCAP Infuse: \$500/day, until resolved.
- 4.7 **Dispute Resolution.** Vendor and MMCAP Infuse will handle dispute resolution for unresolved issues using the following procedure.
  - A. **Notification.** Parties shall promptly notify each other of any known dispute and work in good faith to resolve such dispute within thirty (30) days.
  - B. **Escalation.** If parties are unable to resolve the issue in a timely manner, as specified above, either MMCAP Infuse or Vendor may escalate the resolution of the issue to a higher level of management. When escalated a teleconference will be scheduled between MMCAP Infuse and the Vendor to review the dispute and develop a proposed resolution and plan of action.
  - C. **Performance while Dispute is Pending.** Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of their responsibilities under the Agreement that are not affected by the dispute.
  - D. **No Waiver.** This clause shall in no way limit or waive either party's right to seek available legal or equitable remedies.

## **ARTICLE V**

### **MEMBERSHIP**

- 5.1 **Onboard, Transition, and Implementation.** If the Vendor requires additional paperwork for Members to acquire the Products, Vendor will work with MMCAP Infuse and Members to determine the appropriate steps and schedule for an onboard and transition. Vendor's documents and/or procedure for implementing and transitioning Members to this Agreement is set forth on **Attachment C**.
- 5.2 **Eligibility Criteria.** All MMCAP Infuse Members within the defined Class of Trade are eligible for Contract Pricing. In order to access the Contract Pricing set forth in **Attachment A**, the Member must:
  - A. Submit to MMCAP Infuse a declaration form ("**Declaration Form**"), which is attached and incorporated as part of Attachment C. MMCAP Infuse will maintain a list of MMCAP Infuse Members eligible for Contract Pricing and will communicate this information to Vendor in a mutually agreeable manner. MMCAP Infuse will receive completed Declaration Forms from MMCAP Infuse Members and submit these to Vendor. Provided the MMCAP Infuse Member meets the Vendor's eligibility criteria, Contract Pricing will be effective upon approval by Vendor and Vendor will send communication of eligibility to the Authorized Wholesalers. Vendor retains sole control of the eligibility criteria and may remove an MMCAP Infuse Member that does not meet the eligibility criteria upon notice to MMCAP Infuse;
  - B. Not seek third party reimbursement of any kind for the Product; and
  - C. Purchase the Product for the Member's own use, including uses by the Member's employees and agents, however, in no event will the Product be resold by any Member and/or its employees or agents.

Vendor reserves the right to audit MMCAP Members to ensure the Product purchased at the Contract Pricing meets the eligibility criteria of the Declaration Form.

- 5.3 **Membership Listing.** MMCAP Infuse will provide Vendor a complete listing of the Membership. MMCAP Infuse reserves the right to add and remove Members during the Contract Term.
- A. **New Members.** Subject to Paragraph 5.2, the Vendor must allow new Members to access to the Agreement by the Onboarding Date. As new Members are added, MMCAP Infuse will provide Vendor with monthly e-mail notices announcing a new Membership list has been posted.
  - B. **Removing Members.** Vendor must provide MMCAP Infuse written notification at least thirty (30) days prior to removing any Member. If MMCAP Infuse does not receive notification that a Member has been removed from Contract Pricing, Vendor will honor Contract Pricing for the Member for thirty (30) days after MMCAP Infuse receives the written notice.
- 5.4 **Membership Eligibility.** Upon request, Vendor will send an electronic eligibility list identifying which Members are eligible for contract pricing to: MMCAP\_Infuse.Contracts@state.mn.us.
- A. If the Vendor has eligibility requirements, Vendor must provide MMCAP Infuse access to Vendor's online contract and eligibility management system in addition to providing MMCAP Infuse the algorithm it uses to categorize a Member into a class of trade.
- 5.5 **Non-Solicitation.** During the term of this Agreement, Vendor will not intentionally use the MMCAP Infuse Membership list to solicit any Members to enter into or negotiate a separate contract or agreement for the same or substantially equivalent products and services offered in this Agreement without MMCAP Infuse's prior knowledge. Vendor is not prohibited from responding to a request for proposals issued by a Member that may include Products and services covered by this Agreement.
- 5.6 **DEA License/HIN.** Unless the Member purchases a controlled substance, the Vendor may not require that a Member have a Drug Enforcement Administration number assigned to it in order to be eligible for contracted prices. The Vendor may require a Health Industry Number from Member.
- 5.7 **Product Use.** All items acquired by Members under this Agreement are purchased for consumption in traditional governmental functions and not for the purpose of competing against private enterprise.

#### **ARTICLE VI AGREEMENT MANAGEMENT**

- 6.1 **Primary Account Representative.** Vendor will assign a Primary Account Representative to MMCAP Infuse for this Agreement and must provide a minimum of seventy-two (72) hours advanced notice to MMCAP Infuse if that person is reassigned. In the event that the Primary Account Representative is unresponsive or does not meet MMCAP's Infuse needs, the Vendor will assign another Primary Account Representative upon MMCAP Infuse's request. The Primary Account Representative will be responsible for:
- A. Proper maintenance and management of the Agreement, including timely execution of all amendments.
  - B. Timely response to all MMCAP Infuse inquiries
  - C. Performance of the business review as described in Paragraph 6.2.
  - D. **Personnel Changes.** Vendor will provide MMCAP Infuse with written advance notice of changes to the Primary Account Representative. In the event that an employee is removed pursuant to a written request from MMCAP Infuse, the Vendor will have ten (10) business days in which to fill the role with an acceptable employee.
- 6.2 **Business Reviews.** Vendor will perform at least one business review with MMCAP Infuse annually. The review will be at a time and location that is mutually agreeable to Vendor and MMCAP Infuse and at a minimum address: a review of sales to members, pricing and contract terms, administrative fees and reporting, supply issues, customer issues, and any other necessary information.

#### **ARTICLE VII WARRANTS, COVENANTS, AND DUTIES OF VENDOR**

- 7.1 **Covenant of Laws.** Vendor shall comply with all state and federal laws, as applicable to Vendor, in the performance of this Agreement.
- 7.2 **Required Licenses, Permits, and Registration.** Vendor shall have in place prior to the start of the Agreement, and must maintain for the life of the Agreement, all current licenses, permits and registrations required by state and federal agencies. Vendor must make such documentation available upon request by MMCAP Infuse.
- 7.3 **FDA-Certified Drug Application.** The Vendor acknowledges that each Product has, if required by law, an FDA-certified New Drug Application, an Abbreviated New Drug Application, or a Biologics License Application on file and accepts the liability with which such application confers. The Vendor guarantees to furnish Products that have not been adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, or any regulation of the Federal Food and Drug Administration, or as required by each member state's Board of Pharmacy.
- 7.4 **cGMP** Vendor certifies that it is in compliance with the Food and Drug Administration's current "Good Manufacturing Practices" (cGMP) (as codified in 21 C.F.R. § 201-211) and the current United States Food, Drug, and Cosmetic

Act. If the Vendor receives a 483 or similar type warning letter for any Product, it must be provided to MMCAP Infuse within ten (10) days of receipt by Vendor.

- 7.5 **Debarment.** Vendor warrants and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member; and has not been convicted of a criminal offense related to the subject of this Agreement. Vendor further warrants that it will provide immediate written notice to MMCAP Infuse if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

A. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion: Federal money will be used or may potentially be used to pay for all or part of the work under the Agreement, therefore Vendor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549.

- 7.6 **Indemnification.** Pursuant to the Minnesota Constitution Article XI Section 1, MMCAP Infuse cannot indemnify the Vendor. Except for causes due to MMCAP Infuse's or Members' sole negligence or willful misconduct, Vendor will defend and hold harmless MMCAP Infuse, including MMCAP Infuse's, Members, agents, directors, employees, attorneys, and other representatives during and after this Agreement from and against all actual third party claims relating to loss, liability, damage, costs and expenses (including attorneys' fees and legal costs), causes of action, regulatory proceedings, suits, demands, or judgements relating to Vendor's:

- A. Intentional, willful, or negligent acts or omissions;
- B. Fraud and or deceit;
- C. Actions that give rise to strict liability;
- D. Breach of contract;
- E. Breach of warranty;
- F. Violations of federal, state, or local laws, orders, and/or policies;
- G. Employees or subcontractors' criminal and civil claims; and/or
- H. Failure to pay fees, charges, expenses, taxes, or other debts to third parties.

- 7.7 **Liability.** In no event shall Vendor be liable whether in contract, tort or otherwise, for any indirect, incidental, consequential, or special damages or losses of any nature, including lost revenue, lost profits, or lost business arising out of Member's purchases, the use of the Product, or Vendor's failure to deliver Product.

## **ARTICLE VIII REPORTING**

- 7.1 **Intentionally Deleted.**

- 7.2 **Reporting.** The Vendor must submit a monthly purchase report ("Purchase Report") that includes both direct (sales made direct from Vendor to Member utilizing the MMCAP Infuse GPO) and indirect purchases (sales made through an Authorized Wholesaler). The monthly Purchase Report must contain the fields detailed below. Vendor agrees that for indirect sales, chargeback or sales data received from Authorized Wholesalers will be utilized to create the Purchase Report and if additional reports are needed to support creation of the Purchase Report, Vendor agrees to bear the cost of any special reporting that may be required by the Vendor in its relationship with the Authorized Wholesalers. All Purchase Reports must be sent to: [mmcap.infuse@state.mn.us](mailto:mmcap.infuse@state.mn.us) at the end of each month, but no later than thirty (30) days after the end of the month. The required items for the reports are found on **Attachment D**.

A. Purchase Report fields:

- i. MMCAP Infuse Assigned Authorized Wholesaler Number (Cardinal=0301, AmerisourceBergen=0401, Morris & Dickson=0701)
- ii. MMCAP Infuse Assigned Manufacturer Number (Emergent Devices Inc.= 1333)
- iii. Direct or Indirect Purchase Indicator (I=Indirect, D=Direct)
- iv. Invoice Date (Point of Sale Date)
- v. Invoice Number
- vi. MMCAP Infuse Member Name
- vii. Vendor's Account Number for the MMCAP Infuse Facility
- viii. MMCAP Infuse Member DEA Number, if applicable
- ix. MMCAP Infuse Member HIN Number, if applicable
- x. MMCAP Infuse Member Address
- xi. MMCAP Infuse Member City
- xii. MMCAP Member State
- xiii. Product's NDC (Use all 11 digits (00076888888))
- xiv. Product Name (e.g. Acetaminophen with Codeine, Acticin Cream 5%)
- xv. Credit Indicator (C = credit)
- xvi. Contracted Units (The number of units purchased on contract.)
- xvii. MMCAP Infuse Contracted Unit Price

- xviii. Administrative Fee Decimal Percentage (The contracted administrative fee percentage for the NDC number. Report as a decimal (e.g. 0.000))
- xix. Vendor Contracted Sales (Contracted Units \* Contracted Unit Price. Report in dollars)  
Administrative Fee Payment Amount (Administrative Fee Decimal Percentage \* Vendor Contracted Sales. Report in dollars)

## **ARTICLE IX INTELLECTUAL PROPERTY**

- 9.1 **Intellectual Property Indemnification.** The Vendor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless MMCAP Infuse, at the Vendor's expense, from any third party action or claim brought against MMCAP Infuse to the extent that it is based on a claim that the Products infringe upon the intellectual property rights of others. The Vendor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Vendor's opinion is likely to arise, the Vendor must, at the Vendor's discretion, either procure for the MMCAP Infuse the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the MMCAP Infuse will be in addition to and not exclusive of other remedies provided by law.
- 9.2 **Publicity and Endorsement.** Any publicity regarding the subject matter of this Agreement must identify MMCAP Infuse as a sponsoring or endorsing agency and must not be released without prior written approval from MMCAP Infuse. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement.
  - A. **Marketing.** Any direct advertising, marketing, or direct offers with Members regarding this Agreement must be approved by MMCAP Infuse. Violation of this may be cause for immediate cancellation of this Agreement and/or MMCAP Infuse may reject any proposal submitted by the Vendor in any subsequent solicitations for awards.
  - B. **Endorsement.** The Vendor must not claim that MMCAP Infuse, the State of Minnesota, or any Member State endorses its products or services.

## **ARTICLE X INSURANCE**

- 10.1 **Notice.** The Vendor is required to submit Certificates of Insurance as evidence of insurance coverage requirements prior to commencing work under the Agreement. Vendor will not commence work under the Agreement until they have obtained all the insurance described below. Vendor shall maintain such insurance in force and effect throughout the term of the Agreement. The failure of MMCAP Infuse to obtain a Certificate of Insurance, for the policies required under this Agreement or renewals thereof, or failure of the insurance company to notify MMCAP Infuse of the cancellation of policies required under this Agreement shall not constitute a waiver by MMCAP Infuse to the Vendor to provide such insurance. MMCAP Infuse reserves the right to immediately terminate the Agreement if the Vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Vendor. In the event that a court of competent jurisdiction orders Vendor to disclose its insurance policy(ies) in connection with discovery during litigation brought as a result of a dispute between the parties, Vendor agrees to adhere to such court's order with respect to disclosure of such policy(ies).
- 10.2 **Additional Insurance Conditions.**
  - A. Vendor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to MMCAP Infuse with respect to any claim arising out of Vendor's performance under this Agreement;
  - B. If Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Vendor agrees to notify MMCAP Infuse within five (5) business days with a copy of the cancellation notice, unless Vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to MMCAP Infuse;
  - C. Vendor is responsible for payment of Agreement related insurance premiums and deductibles;
  - D. If Vendor is self-insured, a Certificate of Self-Insurance must be attached;
  - E. Vendor's policy(ies) shall include legal defense fees in its liability policy limits;
  - F. Vendor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best; and
  - G. An Umbrella or Excess Liability insurance policy may be used to supplement the Vendor's policy limits to satisfy the full policy limits required by the Agreement.
- 10.3 **Coverage.** Vendor is required to maintain and furnish satisfactory evidence of the following insurance policies:



- A. Workers' Compensation Insurance: Except as provided below, Vendor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Vendor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:
- i. \$100,000 – Bodily Injury by Disease per employee
  - ii. \$500,000 – Bodily Injury by Disease aggregate
  - iii. \$100,000 – Bodily Injury by Accident
- If Minnesota Statute 176.041 exempts Vendor from Workers' Compensation insurance or if the Vendor has no employees in the State of Minnesota, Vendor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Vendor from the Minnesota Workers' Compensation requirements. If during the course of the Agreement the Vendor becomes eligible for Workers' Compensation, the Vendor must comply with the Workers' Compensation Insurance requirements herein and provide MMCAP Infuse with a certificate of insurance.
- B. Commercial General Liability Insurance: Vendor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Agreement whether the operations are by the Vendor or by a subcontractor or by anyone directly or indirectly employed by the Vendor under the Agreement. Insurance minimum limits are as follows:
- i. \$5,000,000 – per occurrence
  - ii. \$5,000,000 – annual aggregate
  - iii. \$5,000,000 – annual aggregate
  - iv. The following coverages shall be included:
    - a. Premises and Operations Bodily Injury and Property Damage
    - b. Personal and Advertising Injury
    - c. Blanket Contractual Liability
    - d. MMCAP Infuse named as an Additional Insured, to the extent permitted by law
- C. Network Security and Privacy Liability Insurance, Including Ransomware (or equivalent): Vendor will maintain insurance to cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. Insurance minimum limits are as follows:
- i. \$2,000,000 – per occurrence
  - ii. \$2,000,000 – annual aggregate
- D. Products/Completed Operations Insurance: Vendor is required to maintain Products/Completed Operations insurance with minimum limits of:
- i. \$5,000,000 – per occurrence
  - ii. \$5,000,000 – annual aggregate
  - iii. \$5,000,000 – annual aggregate

## **ARTICLE XI**

### **GENERAL TERMS**

- 11.1 **Notices.** If one party is required to provide legal notice or notice under the terms of the Agreement to the other, such notice will be in writing and will be effective upon dispatch. Delivery shall be by certified United States mail, or by email or facsimile transmission provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes.
- 11.2 **Audits.** Under Minn. Stat. § 16C.05, subd. 5, the Vendor's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Minnesota, MMCAP Infuse, and/or the Minnesota Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement. This clause extends to the Membership as it relates to business conducted with and sales to a Member under this Agreement.
- A. Costs. Vendor, MMCAP Infuse, and Members shall each be responsible for its own costs associated with any audit, including costs related to the production of records and/or other documents requested by the other party.
- 11.3 **Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party; provided no such consent shall be required in the event of any assignment or transfer to an affiliate or in connection with a merger, consolidation or sale of assets and the assigning or transferring party provides advance written notice to the other party.
- 11.4 **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by both parties.
- 11.5 **Order of Precedence.** To the extent permitted under applicable laws, this Agreement will take precedence over all other the terms, covenants, conditions, commitments, stipulations, order forms, website use of terms, Offer Letters,

and other legal documents MMCAP Infuse, Vendor, and/or Member may use in the performance of this Agreement. If the provisions of this Agreement are inconsistent, or are modified, diminished, or derogated with any of the terms and provisions of the aforementioned legal documents in this section, this Agreement will supersede and govern. MMCAP Infuse does not agree to or bound by any additional terms and conditions between the Vendor and Member.

- 11.6 **Counterparts and Electronic Signature.** The Agreement cannot be executed in counterparts and will not be enforceable until MMCAP Infuse has obtained all required signatures. If requested by MMCAP Infuse and Vendor expressly agree to conduct transactions under the Agreement by electronic means (including, without limitation, with respect to execution, delivery, storage, and transfer of this Agreement by electronic means and to the enforceability of this electronic agreement). MMCAP Infuse will be deemed to have control of the authoritative copy for the electronic transferable record, in each case regardless of whether applicable law recognizes electronic transferable records or control of electronic transferable records and regardless of whether this Agreement is an electronic record or transferable record.
- 11.7 **Severability.** If any provision of the Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both MMCAP Infuse and the Vendor will be relieved of all obligations arising under such provisions. If the remainder of the Agreement is capable of performance, it will not be affected by such declaration or finding, and will be fully performed.
- 11.8 **Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 11.9 **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**VENDOR: Emergent Devices Inc.**

The Vendor certified that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: Eric Karas  
 Signature: *Eric Karas* Electronically signed by: Eric Karas  
Reason: I approve this document  
Date: Aug 11, 2020 09:09 EDT  
 Title: VP GM US Commercial  
 Date: Aug 11, 2020

**STATE OF MINNESOTA FOR MMCAP  
INFUSE**

In accordance with Minn. Stat. § 16C.03, subd. 3

Name: \_\_\_\_\_  
 Signature: *Jennifer Vanderplaats* DocuSigned by:  
CD83E8168C084D1 8/11/2020  
 Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

In accordance with Minn. Stat. § 16C.05, subd. 2

Name: \_\_\_\_\_  
 Signature: *Sara Turnbow* DocuSigned by:  
694A8F1D2CF64DE... 8/11/2020  
 Date: \_\_\_\_\_

**ATTACHMENT B**  
**Further Discounts**

**NOT APPLICABLE**

**ATTACHMENT C**

**MMCAP Infuse Declaration**

**Emergent Devices, Inc.**

To be valid, the form must be completed by an individual authorized to bind the Member.

**MMCAP Infuse Member Organization** \_\_\_\_\_

**Street Address** \_\_\_\_\_

**City, State, Zip Code** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**HIN Number** \_\_\_\_\_

(If unknown, MMCAP Infuse will insert the HIN.)

MMCAP Infuse Member is electing to purchase Emergent Devices Inc. NARCAN® (naloxone HCl) Nasal Spray (Product) under the terms of the MMCAP Infuse Agreement with ADAPT Pharma (No. MMS2000303). Provided the Member meets the Eligibility Criteria below, contract pricing will be effective upon approval by Emergent Devices, Inc.

**Eligibility Criteria**

In order to access Contract Pricing, the Member must:

- a) Submit this Declaration form to MMCAP Infuse; and
- b) Not seek third-party reimbursement of any kind for the Product, including Medicaid or any commercial insurance.

Emergent Devices, Inc. retains sole control of Contract Pricing eligibility criteria and may remove an MMCAP Infuse Member from Contract Pricing if it does not meet the eligibility criteria stated above.

**Product Use**

All items acquired by MMCAP Infuse members under Agreement No. MMS2000303 are purchased for consumption in traditional governmental functions and not for the purpose of competing against private enterprise. The unauthorized transfer or sale of any Products purchased at the Contract Pricing to any other unauthorized party constitutes a violation of Agreement No. MMS2000303 and is a material breach thereof. In such event, Emergent Devices, Inc. may immediately disqualify the MMCAP Infuse Member in breach from purchasing Products at Contract Pricing.

**Additional Terms**

In exchange for Contract Pricing on Product(s) under Agreement No. MMS2000303:

- a) Any product purchased is not returnable or refundable;
- b) Emergent Devices, Inc. does not provide indemnity to the Member; and
- c) Emergent Devices, Inc. reserves the right to audit Member to ensure compliance with the Eligibility Criteria.

By signing below, Member acknowledges the requirements of this Declaration and certifies it meets the Eligibility Criteria.

**By:**

\_\_\_\_\_  
Authorized Representative of Member (Signature)

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Authorized Representative of Member (Printed Name)

\_\_\_\_\_  
Date

Emergent Devices Inc. retains the sole right to determine eligibility of Member signing this Agreement.

**Return this completed form via email to MMCAP Infuse at:  
mmcap\_infuse.contracts@state.mn.us**



**ATTACHMENT C (continued)**  
Emergent Letter of Authorization

[MMCAP Infuse MEMBER LETTERHEAD]  
[ADDRESS]  
[CITY, STATE, ZIP]  
[PHONE NUMBER]

[DATE]

Email to [narcancustomerservice@ebsi.com](mailto:narcancustomerservice@ebsi.com)

Emergent Devices Inc.  
ATTN: Customer Service  
401 Plymouth Road, Suite 400,  
Plymouth Meeting, PA 19462

I, [PHYSICIAN, PHYSICIAN ASSISTANT, OR NURSE PRACTITIONER NAME], am the responsible person for purchases made by [FACILITY NAME AND ADDRESS / IF MULTIPLE: PLEASE LIST ALL NAMES AND ADDRESSES] under my state license number [INDICATE STATE LICENSE #]) issued by the State of [INDICATE STATE NAME]

I will notify Emergent Devices, Inc. immediately if my responsibility status and/or relationship with this facility is changed or terminated.

[PHYSICIAN, PHYSICIAN ASSISTANT, OR NURSE PRACTITIONER SIGNATURE]

**ATTACHMENT C (continued)**  
**Emergent Credit Application**



**Credit Application**

ORGANIZATION'S CONTACT INFORMATION				
Organization's legal name (purchaser):				
D/B/A (if different from entity legal name above):				
Organization's business address:				
City:	State:		ZIP Code:	
BILLING CONTACT INFORMATION				
Name:		Title:		
Telephone:		Email address:		
ORGANIZATION TYPE & OWNERSHIP				
<b>Organization Type</b>				
<input type="checkbox"/> C - Corporation	<input type="checkbox"/> S - Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> LLC	<input type="checkbox"/> Trust/estate
Federal Tax ID#:		State Tax ID:		
State of Incorporation:				
<b>Suits, Liens or Judgements</b>				
Are there currently any suits, liens, or judgements filed against the organization or its business and has the organization ever filed for bankruptcy: <input type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, please provide description:				
<b>Organization Ownership</b>				
List the names of the proprietor, partners, or officers of the organization				
#	Name	Title	% Ownership	Home Address
1				
2				
3				

Legal entity name: \_\_\_\_\_  
Printed legal entity name

\_\_\_\_\_  
Authorized signatory

\_\_\_\_\_  
Printed Name of signatory

\_\_\_\_\_  
Title of authorized signatory

\_\_\_\_\_  
Date

# ATTACHMENT D

## Reporting Requirements

**Table 1: Required Data Field for Sales Data Report**

Excel Column	Required Data Field Full Name for Sales Data Report
A	MMCAP Infuse - assigned facility ID
B	MMCAP Infuse Member Name
C	Vendor Distribution Center Code
D	Vendor-assigned Account number for MMCAP Infuse Member (this should be the ship-to account number)
E	Invoice Number
F	Invoice Line Number
G	Purchase Order Number
H	Invoice date (MMDDYYYY)
I	Buyer name or equivalent of buyer ID for person submitting the invoices (if available)
J	Vendor's (distributor) SKU item number
K	NDC of purchased Product as stored in First DataBank, Inc. (Required for pharmaceutical Products)
L	LabelName/Product Description
M	Unit Dose (Required for pharmaceutical Products)
N	Pack Size
O	Unit
P	Case Size
Q	Dose (Required for pharmaceutical Products).
R	Strength (Required for pharmaceutical Products).
S	Route (Required for pharmaceutical Products).
T	Unit Price (99999.9999)
U	Quantity Ordered (not Vendor repackaged or re-bundled quantity) (99999.9999)
V	Quantity Shipped (not Vendor repackaged or re-bundled quantity)(99999.9999)
W	May be left blank
X	Type of transaction (MMCAP Infuse contract purchase, other contract purchase (340B, PHS), not on contract purchase) 1=contract item, 2=other contract, 3=not on contract
Y	Bill to Address 1
Z	Bill to City
AA	Bill to State (2 alpha postal code)
AB	Bill to Zip (standard 5-4 format, no dash necessary)
AC	Ship to Address 1
AD	Ship to City
AE	Ship to State (2 alpha postal code)
AF	Ship to Zip (standard 5-4 format, no dash necessary)
AG	Service Fee (99999.9999)
AH	MMCAP Infuse Contract Number (MMS2000303)
AI	May be left blank
AJ	Credit Indicator (C for credit)
AK	MMCAP Infuse - Assigned Wholesaler Code (Cardinal Health = 0301; Morris & Dickson = 0701)
AL	Manufacturer Name (MFG Name)
AM	Class of Trade
AN	340b Purchase
AO	Category

AP	Manufacturer Part Number
AQ	List Price
AR	UNSPSC Code (XXXXXXXX)
AS	UNSPSC Description
AT	GLN
AU	GTIN

**ATTACHMENT E**  
**Minnesota Statutory Procurement Language**

1. **Government Data Practices.** Parties to this Agreement must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Data Practices Act), as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Vendor or MMCAP Infuse.
  - A. Notification. If the Vendor receives a request to release the data referred to in statute, the Vendor must immediately notify and consult with MMCAP Infuse as to how the Vendor should respond to the request.
  - B. Indemnification. Vendor agrees to indemnify, save, and hold Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision of the Agreement.
  - C. Release of MMCAP Infuse Data. Except as may be required by Data Practices Act, Vendor will not release to any third party any MMCAP Infuse customer data, sales transaction data, DEA/HIN information, contract pricing, EDI transaction data, reverse distribution data, or payment data.
2. **Data Disclosure.** Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Vendor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the MMCAP Infuse, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Vendor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.
3. **Non-discrimination.** The Vendor will comply with the provisions of Minn. Stat. § 181.59.
4. **Affirmative Action Requirements.**
  - A. Covered contracts and vendors. If the Agreement exceeds \$100,000 and the Vendor employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principal place of business, then the Vendor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than forty (40) full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
  - B. Minn. Stat. § 363A.36. Minn. Stat. § 363A.36 requires the Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (**Commissioner**) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
  - C. Minn. R. 5000.3400-5000.3600.
    - i. General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.
    - ii. Disabled Workers. The Vendor must comply with the following affirmative action requirements for disabled workers.
      - a. The Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
      - b. The Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
      - c. In the event of the Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

- d. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
    - e. The Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Vendor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
  - iii. **Consequences.** The consequences for the Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Agreement by the Commissioner or Minnesota.
  - iv. **Certification.** The Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.
5. **E-Verify certification (In accordance with Minn. Stat. § 16C.075).** For services valued in excess of \$50,000, Vendor certifies that as of the date of services performed on behalf of Minnesota, Vendor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of Minnesota. Vendor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Vendor and made available to Minnesota upon request.
  6. **Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053).** The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Vendor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the Vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.
  7. **Contingency Fees Prohibited.** Pursuant to Minn. Statute § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.
  8. **Diverse Spend Reporting.** If the total value of this Agreement may exceed \$500,000 in Minnesota, including all extension options, the Vendor must track and report, on a quarterly basis, the amount paid to diverse businesses both: (A) directly to subcontractors performing under the Agreement, and (B) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Agreement compared to your company's overall revenue). When this applies, you will be set up in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Agreement is in effect.
  9. **Retainage for Minnesota Government Units.** Under Minn. Stat. § 16C.08, subd. 2 (10), no more than ninety percent (90%) of the amount due under this Agreement may be paid until the final product of this Agreement has been reviewed by a Minnesota agency head. The balance due will be paid when the Minnesota agency head determines that the Vendor has satisfactorily fulfilled all the terms of this Agreement.
  10. **Payment to Subcontractors.** To the extent applicable, pursuant to Minn. Stat. § 16A.1245, the Vendor must pay all subcontractors, less any retainage, within ten (10) calendar days of the Vendor's receipt of payment from a Member for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent (1.5%) per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).



**AMENDMENT NO. 1 TO MMCAP INFUSE CONTRACT NO. MMS2000303**

THIS AMENDMENT NO. 1 ("Amendment") to MMS2000303 ("Agreement") is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration ("Minnesota") on behalf of the MMCAP Infuse ("MMCAP Infuse") and Emergent Devices, Inc., a corporation with an address of 401 Plymouth Road, Suite 400, Plymouth Meeting, Pennsylvania 19462 ("Vendor").

**RECITALS**

WHEREAS, MMCAP Infuse and Vendor have agreed to certain changes in the terms and conditions set forth in the Agreement and have agreed to amend the Agreement to reflect said changes;

WHEREAS, besides the terms and conditions of the Agreement amended in this Amendment, the Agreement remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Agreement shall be amended as follows:

**Capitalized Terms; Definitions; Conditions.** The Agreement and Amendment shall be read together as one document. Any capitalized terms used in Amendment that are defined in the Agreement will have the same meaning(s) when used herein, unless the context clearly requires otherwise. To the extent there shall exist a conflict between the Agreement and this Amendment, the terms of this Amendment will control. Unless otherwise clearly altered, modified, deleted, or amended otherwise, the terms of the Agreement will continue in their entirety and govern the contractual relationship between Vendor and MMCAP Infuse.

In this Amendment, changes to pre-existing Agreement language will use strike-through for deletions and underlining for insertions.

**Modifications:**

**Revision 1:** Paragraph 12 in Prefix A of the Agreement will be revised as follows:

**12. Onboarding Forms:** ~~Emergent Declaration Form~~; Emergent Letter of Authorization, Emergent Credit Application

**Revision 2:** Paragraph 5.2 of the Agreement will be revised as follows:

**5.2 Eligibility Criteria.** All MMCAP Infuse Members within the defined Class of Trade are eligible for Contract Pricing. In order to access the Contract Pricing set forth in *Attachment A*, the Member must:

~~A. Submit to MMCAP Infuse a declaration form ("Declaration Form"), which is attached and incorporated as part of Attachment C. MMCAP Infuse will maintain a list of MMCAP Infuse Members eligible for Contract Pricing and will communicate this information to Vendor in a mutually agreeable manner. MMCAP Infuse will receive completed Declaration Forms from MMCAP Infuse Members and submit these to Vendor. Provided the MMCAP Infuse Member meets the Vendor's eligibility criteria, Contract Pricing will be effective upon approval by Vendor and Vendor will send communication of eligibility to the Authorized Wholesalers. Vendor retains sole control of the eligibility criteria and may remove an MMCAP Infuse Member that does not meet the eligibility criteria upon notice to MMCAP Infuse;~~

AB. Not seek third party reimbursement of any kind for the Product; and

BG. Purchase the Product for the Member's own use, including uses by the Member's employees and agents, however, in no event will the Product be resold by any Member and/or its employees or agents.

Vendor reserves the right to audit MMCAP Members to ensure the Product purchased at the Contract Pricing meets the eligibility criteria in this Paragraph of the Declaration Form. Vendor retains sole control of the eligibility criteria and may remove a Member that does not meet the eligibility criteria upon notice to MMCAP Infuse.

**Revision 3:** The Emergent Declaration Form will be removed in its entirety from Attachment C of the Agreement.

MMS2000303  
Amendment #1  
Tendered: April 22, 2021

**VENDOR: Emergent Devices, Inc.**

The Vendor certified that the appropriate person(s) have executed this Amendment on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: Eric Karas  
Signature: Eric Karas  
Title: VP d GM, North America Commercial  
Date: 4/25/21

**STATE OF MINNESOTA FOR MMCA  
INFUSE**

In accordance with Minn. Stat. § 18C.03, subd. 3

Name: Michelle Korpela  
Signature: Michelle Korpela  
Date: 450F253EFE4D41F 5/4/2021

**COMMISSIONER OF ADMINISTRATION**

In accordance with Minn. Stat. § 16C.05, subd. 2

Name: Jennifer Vanderplaats  
Signature: Jennifer Vanderplaats  
Date: CD83E8166CD84D1 5/5/2021







## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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Resolution rejecting all bids received for RFB-2391 and authorizing the re-advertisement for bids on behalf of the Chemung County Department of Public Works (concrete box culverts)

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**Resolution #:** 22-253  
**Slip Type:** OTHER  
**SEQRA status**  
**State Mandated** False

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**Explain action needed or Position requested (justification):**

The DPW requests the Legislature reject all bids for RFB-2391 Concrete Box Culvert Bid due to unclear bid specifications. We received 2 bids, from Jefferson Concrete and Zeiser Wilbert Vault. Jefferson's bids were roughly 50% to 90% more than the price of Zeiser's bids. (Please see attached bid-tab.)

When questioning the bidders, we determined the difference in costs was due to different understandings of the bid specifications. As such, the low bidder, Zeiser Wilbert Vault, would be unable to honor the prices as bid.

DPW asks all bids be rejected. We have revised the specifications to include more detail and will re-advertise.

Please contact me with any questions.

Thanks,  
Andy Avery  
DPW Commissioner

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**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">Copy of RFB-2391 Concrete Box Culverts Bid Tab.pdf</a>	<a href="#">RFB-2391 Concrete Box Culverts Bid Tab</a>	<a href="#">Cover Memo</a>	4/7/2022

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**  
**RFB-2391 Concrete Box Culverts (2022-2023)**  
**for Public Works**

Opened: March 17, 2022

Bidders			Zeiser Wilbert Vault		Jefferson Concrete	
Addendums #1 & #2			Received		Received	
PreCast Concrete Box Culvert Units (inside dimensions)						
Item No.	Description	Unit	Weight (per LF)	Unit Price	Weight (per LF)	Unit Price
CC706.44	4ft x 4ft	LF	2,000.00	466.00	2,260.00	986.00
CC706.55	5ft x 5ft	LF	2,400.00	560.00	2,650.00	1,043.00
CC706.66	6ft x 6ft	LF	2,800.00	639.00	3,200.00	1,240.00
CC706.88	8ft x 8ft	LF	3,600.00	812.00	4,405.00	1,372.00
CC706.812	8ft x 12ft	LF	5,400.00	1,171.00	6,170.00	1,858.00
CC706.816	8ft x 16ft	LF	7,800.00	1,668.00	8,065.00	2,493.00
CC706.820	8ft x 20ft	LF	9,600.00	2,048.00	10,425.00	3,013.00
CC706.1010	10ft x 10ft	LF	5,700.00	1,241.00	5,445.00	1,918.00
CC706.1014	10ft x 14ft	LF	6,900.00	1,523.00	7,515.00	2,381.00
CC706.1018	10ft x 18ft	LF	11,000.00	2,290.00	9,480.00	2,906.00
CC706.1020	10ft x 20ft	LF	12,000.00	2,568.00	11,050.00	3,122.00
PreCast Concrete Toe Wall/Head Wall Units (18" x18" LF)						
CC706-TW1	Toe Wall	LF	600.00	350.00	350.00	384.00
CC706-HW2	Head Wall	LF	600.00	350.00	350.00	384.00
CC706.WW	Wing Wall	LS	NA	51.00	3,775.00	61.00



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution authorizing Purchase Agreements utilizing Livingston County's 2022-2023 Construction and Maintenance Materials and Services Bids on behalf of the Chemung County Department of Public Works

**Resolution #:** 22-254  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

### Explain action needed or Position requested (justification):

Public Works seeks permission to piggyback on Livingston County's Equipment Rental and Materials Bids. Livingston County has several items we would like to utilize, including supply and installation of sheet piling, equipment rentals not available on our Chemung County Bid, guiderail not available on our Chemung County Bid, and other items that may arise. We estimate utilizing about \$200,000 from these bids, with as much as \$100,000 coming from supply and installation of sheet piling for Vargo Road Bridge. Attached for your information are bid tabs from Livingston County. Livingston County will also provide the Award Documentation and proof of Advertising. Chemung County Purchasing will complete and provide the Piggybacking Checklist. Bid Specifications are available from Purchasing for more information. All costs are budgeted in the 2022 County Budget for DPW. Chemung Supply would provide the sheet piles under this bid. Please contact me with questions. Thanks, Andy Avery

### ATTACHMENTS:

File Name	Description	Type	Upload Date
No Attachments Available			



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution awarding bids with various vendors for materials and services on behalf of the Chemung County Department of Public Works

**Resolution #:** 22-255  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

### Explain action needed or Position requested (justification):

Attached for your review and approval are the results and recommendations for awards for the new 2022-2023 DPW Materials and Services Bids. Attached is a spreadsheet detailing bid amounts, recommended awards, and estimated dollar amounts per bid. Also attached are the original bid tabs.

Total estimated cost for the bids is \$3,231,493.50, with \$2,150,000 of this expense covered by State reimbursement. All costs are covered in the approved 2022 County Operating and Capital Budget for the DPW.

Note on the HMA Projects Bid (RFB-2413), Elmira Road Materials was low bidder on 7 of the projects, while Dalrymple Gravel and Contracting was low bidder on 5 of the projects. These are highlighted on the bid tab. (Big Flats and City of Elmira project tabs are on the same worksheet; their Boards will approve these amounts.)

Please contact me with any questions.

Thanks,  
Andy Avery

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">Copy of 2022 DPW Materials Services Bids - Results of New Bids.pdf</a>	2022 DPW Materials Services Bids	<a href="#">Cover Memo</a>	4/12/2022
<a href="#">Copy of RFB-2376 Extra Heavy Heavy RipRap Bid Tab (002).pdf</a>	RFB-2376 Extra Heavy Rip Rap Bid	<a href="#">Cover Memo</a>	4/12/2022
<a href="#">Copy of RFB-2378 Equipment Rental (2022 - 2023) Bid Tab.pdf</a>	RFB-2378 Equipment Rental	<a href="#">Cover Memo</a>	4/12/2022
<a href="#">Copy of RFB-2379 Polypropylene Manhole Covers.pdf</a>	RFB-2379 Polypropylene Manhole Covers	<a href="#">Cover Memo</a>	4/12/2022
<a href="#">Copy of 2022 DPW Materials Services Bids - Results of New Bids.pdf</a>	RFB-2380	<a href="#">Cover Memo</a>	4/20/2022
<a href="#">TIRE PRICE BY VENDOR.pdf</a>	Tire Price per Vendor	<a href="#">Cover Memo</a>	4/21/2022
<a href="#">Copy of RFB-2381 Iron Castings Bid Tab.pdf</a>	RFB-2381 Iron Castings Bid Tab	<a href="#">Cover Memo</a>	4/12/2022
<a href="#">Copy of RFB-2384 Highway Ditching (2022 - 2023) Bid Tab.pdf</a>	RFB-2384 Highway Ditching	<a href="#">Cover Memo</a>	4/12/2022
<a href="#">Copy of RFB-2385 Pavement InPlace Recycling.pdf</a>	RFB-2385 Pavement InPlace Recycling	<a href="#">Cover Memo</a>	4/12/2022
<a href="#">Copy of RFB-2386 Traffic Marking Line Bid Tab 2022-2023.pdf</a>	RFB-2386 Traffic Marking line Bid Tab	<a href="#">Cover Memo</a>	4/12/2022
<a href="#">Copy of RFB-2389 Precast Concrete Drainage Units Bid Tab.pdf</a>	RFB-2389 Precast Concrete Drainage Units Bid Tab	<a href="#">Cover Memo</a>	4/12/2022
<a href="#">Copy of RFB-2390 Traffic Marking Symbols Bid Tab.pdf</a>	RFB-2390 Traffic Marking Symbols Bid Tab	<a href="#">Cover Memo</a>	4/12/2022
<a href="#">Copy of RFB-2391 Concrete Box Culverts Bid Tab (REJECTED).pdf</a>	RFB-2391 Concrete Box Culverts Bid Tab	<a href="#">Cover Memo</a>	4/12/2022
<a href="#">Copy of RFB-2392 Hot Mix Asphalt (FOB) (2022-2023).pdf</a>	RFB-2392 Hot Mix Asphalt	<a href="#">Cover Memo</a>	4/12/2022
<a href="#">Copy of RFB-2393 Steel Shapes Bid Tab.pdf</a>	RFB-2393 Steel Shapes Bid Tab	<a href="#">Cover Memo</a>	4/12/2022
<a href="#">Copy of RFB-2395 Geosynthetics Bid Tab.pdf</a>	RFB-2395 Geosynthetics Bid Tab	<a href="#">Cover Memo</a>	4/12/2022
<a href="#">Copy of RFB-2399 PVC In-Line Drainage Basins Bid Tab.pdf</a>	RFB-2399 PVC In-Line Drainage Basins Bid Tab	<a href="#">Cover Memo</a>	4/12/2022
<a href="#">Copy of RFB-2400 Sidewalks and Curbs (2022 - 2023) Bid Tab.pdf</a>	RFB-2400 Sidewalks and Curbs	<a href="#">Cover Memo</a>	4/12/2022
<a href="#">Copy of RFB-2401 Ready Mix Concrete Bid Tab.pdf</a>	RFB-2401 Ready Mix Concrete Bid Tab	<a href="#">Cover Memo</a>	4/12/2022
<a href="#">Copy of RFB-2404 De-Icing Sand (2022 - 2023) Bid Tab.pdf</a>	RFB-2404 De-Icing Sand	<a href="#">Cover Memo</a>	4/12/2022
	RFB-2407 Concrete Prestressed Beams	<a href="#">Cover Memo</a>	4/12/2022



Updated: 4/11/2022

NEW BIDS			SOLE	RECOMMENDED VENDORS FOR AWARD (1 TO 3)			VENDORS NOT RECOMMENDED FOR AWARD (1-3)			ESTIMATED 2022 or	
RFB	DESCRIPTION	DATE OPENED	BIDDER	VENDOR 1	VENDOR 2	VENDOR 3	VENDOR 1	VENDOR 2	VENDOR 3	HISTORICAL ANNUAL EXPENSES	
2376	Extra Heavy and Heavy Rip-Rap	3/15/2022		TMT Gravel and Contracting	Austin Sand & Gravel	3.Seneca Stone & 4. F.S. Lopke	-	-	-	\$	100,000.00
2378	Equipment Rentals with Operator	3/8/2022		No bids received. Will work from quotes, or if needed due to extent of work, will rebid.			-	-	-	\$	55,000.00
2378	Equipment Rentals without Operator	3/8/2022		Herc Rental, Monroe Tractor, Cher Rental, and Vantage/Alta - Low Bid depends on Equipment Rented.						\$	30,000.00
2379	Polypropylene Manhole Covers	3/24/2022		Blair Supply Corp	FW Webb	-	Glenco Supply Corp	-	-	\$	1,500.00
2380	Tires and Related Services	3/8/2022		Parmenter Inc.	McCarthy Tire Service	-	All-Season Tire, Inc.	-	-	\$	70,000.00
2381	Iron Castings	4/5/2022	☑	EJ USA	-	-	-	-	-	Rarely used by County DPW	
2383	Crack Sealing	3/10/2022		Suit-Kote	Bothar Construction	-	-	-	-	\$	75,000.00
2384	Highway Ditching	3/22/2022	☑	Wenzel Landscaping	-	-	-	-	-	\$	25,000.00
2385	Pavement In-Place Recycling	3/10/2022	☑	Suit-Kote	-	-	-	-	-	\$	250,000.00
2386	Traffic Marking Lines	3/29/2022	☑	Seneca Pavement Marking	-	-	-	-	-	\$	250,000.00
2389	Pre-Cast Concrete Drainage Units	3/17/2022	☑	Zeiser Wilbert Vault	-	-	-	-	-	\$	30,000.00
2390	Traffic Marking Symbols	3/29/2022	☑	Seneca Pavement Marking	-	-	-	-	-	\$	80,000.00
2392	Hot Mix Asphalt (FOB)	3/30/2022		Elmira Road Materials	Dalrymple Gravel & Contr.	-	-	-	-	\$	125,000.00
2393	Steel Shapes	3/23/2022	☑	Chemung Supply	-	-	-	-	-	\$	75,000.00
2394	Coarse Aggregates (Limestone)	3/15/2022		Austin Sand & Gravel	Seneca Stone	-	-	-	-	\$	80,000.00
2395	Geosynthetics	3/31/2022	☑	Chemung Supply	-	-	-	-	-	\$	25,000.00
2399	PVC In-line Drainage Basins	3/31/2022		Ferguson Water Works	Chemung Supply	-	-	-	-	Rarely used by County DPW	
2400	Sidewalks and Curbs	3/22/2022	☑	Wenzel Landscaping	-	-	-	-	-	\$	15,000.00
2401	Ready Mix Concrete	4/5/2022	☑	Porter's Concrete Services, Inc.	-	-	-	-	-	\$	75,000.00
2404	De-Icing Sand (Highway)	3/30/2022		Austin Sand & Gravel NY/PA	Lopke Rock Products	Dalrymple Gravel & Contr.	Austin Anti-Skid	-	-	\$	80,000.00
2404	De-Icing Sand (Airport)	3/30/2022		Dalrymple	-	-	Austin Sand & Gravel NY	Austin PA	Austin Anti-Skid	Not used by County DPW	
2407	Concrete Prestressed Beams	3/24/2022	☑	Jefferson Concrete Corp	-	-	-	-	-	\$	150,000.00
2413	Hot Asphalt Mix (HMA) Projects	4/8/2022		Elmira Road Materials	Dalrymple Gravel & Contr. (ERM low on 7, D G&C low on 5)		Spencer Paving	-	-	\$	1,639,993.50
DPW New Bids Total:										\$	3,231,493.50

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**  
**RFB-2376 Extra Heavy & Heavy RipRap**

Bid Opening: March 15, 2022

<b>Bidders:</b>		<b>Seneca Stone*</b>	<b>TMT Gravel and Contracting</b>	<b>Austin Sand and Gravel**</b>	<b>FS Lopke***</b>
	<b>Description</b>	<b>Unit Price Per TON</b>	<b>Unit Price Per TON</b>	<b>Unit Price Per TON</b>	<b>Unit Price Per TON</b>
<b>620.06010002</b>	<b>Extra Heavy RipRap</b>	<b>\$39.00 FOB + \$17.00 Del.=\$56.00</b>	<b>\$27.00</b>	<b>N/B</b>	<b>\$59.00</b>
<b>99.2020001</b>	<b>Heavy RipRap</b>	<b>\$26.00 FOB +\$17.00 Del.=\$43.00</b>	<b>\$22.00</b>	<b>\$16.00</b>	<b>\$55.00</b>
<b>Estimated Quantity per Load per Ton</b>		<b>Not Received</b>	<b>20 Tons</b>	<b>16-18 Tons</b>	<b>15-18 Tons</b>
<b>Indicate place of Manufacture, location, and/or source of the proposed bid material</b>		<b>2747 Canoga Rd.Seneca Falls NY</b>	<b>TMT Gravel and Contracting 8792 RT 549 Millerton Pa. 16936</b>	<b>Austin Sand and Gravel- Windham Quarry 38360 Pa 187 Rone Pa 18837</b>	<b>Windsor NY or Birchardville Pa</b>



CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT																	
RFB-2378 Equipment Rental (2022-2023)																	
Bid Opening: March 8 , 2022																	
Bidder		Herc Rentals				Monroe Tractor* **				Cher Rental Inc				Vantage/ Alta Equipment LLC****			
	Addendum #1	Recieved				Received				Received				Received			
Surety		Bid Bond				No Bid Deposit				Check				Bid Bond			
Equipment Rental Rate <u>without Operator</u>		Note: Delivery = \$950 Pick up = \$950															
Item	Description	HR	Day	Week	Month	HR	Day	Week	Month	HR	Day	Week	Month	HR	Day	Week	Month
A	Skid Steer	\$715.00	\$715.00	\$1,030.00	\$1,945.00	NB	\$350.00	\$997.50	\$2,610.00	NB	NB	\$750.00	\$2,250.00	NB	NB	NB	\$3,200.00
B.3	4WD Wheel Loader (3.0 CY)	\$1,175.00	\$1,175.00	\$2,235.00	\$5,330.00	NB	\$575.00	\$1,591.25	\$4,495.00	NB	NB	\$1,500.00	\$4,350.00	NB	NB	NB	\$4,370.00
B.4	4WD Wheel Loader (4.0 CY)	\$3,815.00	\$3,815.00	\$5,060.00	\$10,100.00	NB	\$800.00	\$2,327.50	\$6,570.00	NB	NB	\$1,750.00	\$5,000.00	NB	NB	NB	\$7,125.00
C.D5	Track-Type Dozer (D5M)	\$3,685.00	\$3,685.00	\$4,660.00	\$7,200.00	NB	\$550.00	\$1,543.00	\$4,365.00	NB	NB	\$1,450.00	\$3,800.00	NB	NB	NB	NB
C.D6	Track-Type Dozer (D6R)	\$3,755.00	\$3,755.00	\$4,805.00	\$7,570.00	NB	\$795.00	\$2,232.50	\$6,295.50	NB	NB	\$2,200.00	\$6,500.00	NB	NB	NB	NB
D.G	Hydraulic Excavator-Grapple	\$525.00	\$525.00	\$1,535.00	\$2,092.00	NB	\$695.00	\$1,947.50	\$5,490.00	NB	NB	\$2,250.00	\$6,750.00	NB	NB	NB	*****/\$5650.00
D.H	Hydraulic Tracked Excavator	\$3,850.00	\$3,850.00	\$5,060.00	\$8,500.00	NB	\$700.00	\$1,995.00	\$5,670.00	NB	NB	***\$/2100.00	\$6,300.00	NB	NB	NB	*****/\$5000.00
E.HR	Rubber Tire Excavator	\$4,630.00	\$4,630.00	\$7,490.00	\$14,500.00	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	\$6,900.00
F.HR	Vibratory Highway Drum Roller	NB	NB	NB	NB	NB	\$750.00	\$2,042.50	\$5,715.00	NB	NB	NB	NB	NB	NB	NB	\$5,650.00
F.TR	Vibratory Trench Roller	\$875.00	\$875.00	\$1,380.00	\$2,430.00	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
H.35	Boom Lifts (35-ft)	\$820.00	\$820.00	\$1,175.00	\$2,155.00	NB	NB	NB	NB	NB	NB	\$525.00	\$1,400.00	NB	NB	NB	NB
I.60	Boom Lifts (60-ft)	\$900.00	\$900.00	\$1,420.00	\$2,810.00	NB	NB	NB	NB	NB	NB	\$975.00	\$2,925.00	NB	NB	NB	NB
J.70	Boom Lifts (70-ft)	\$1,275.00	\$1,275.00	\$2,270.00	\$4,695.00	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
K	Road Widener	NB	NB	NB	NB	NB	NB	\$3,800.00	\$10,800.00	NB	NB	NB	NB	NB	NB	NB	NB
L	Portable Crushing Plant	NB	NB	NB	NB	NB	NB	\$8,545.25	\$25,175.00	NB	NB	NB	NB	NB	NB	NB	NB
Equipment Rental Rate <u>with Operator</u>																	
Item	Description	HR	Day	Week	Month	HR	Day	Week	Month	HR	Day	Week	Month	HR	Day	Week	Month
A	Skid Steer	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
B.3	4WD Wheel Loader (3.0 CY)	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
B.4	4WD Wheel Loader (4.0CY)	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
C.D5	Track-Type Dozer (D5M)	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
C.D6	Track-Type Dozer (D6R)	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
D.G	Hydraulic Tracker Excavator-w/ thumb & 42" bucket	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
D.H	Hydraulic Tracker Excavator-Hammer	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
E.HR	Rubber Tire Excavator	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
F.HR	Vibratory Highway Drum Roller	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
F.TR	Vibratory Trench Roller	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
G.275	Hydraulic Cranes (275-Ton)	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
G.200	Hydraulic Cranes (200-Ton)	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
G.165	Hydraulic Cranes (165-Ton)	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
G.135	Hydraulic Cranes (135-Ton)	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
G.115	Hydraulic Cranes (115-Ton)	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
G.50	Hydraulic Cranes (50-Ton)	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
Equipment Rental Rate <u>with Operator</u> (cont'd.)						NB	NB	NB	NB					NB	NB	NB	NB
	Additional Crane Rigger/Signal Person	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
	Counterweight Truck	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
H.35	Boom Lifts (35-ft)	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
I.60	Boom Lifts (60-ft)	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
J.70	Boom Lifts (70-ft)	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
K	Road Widener	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
L	Portable Crushing Plant	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
IF EQUIPMENT IS NOT AVAILABLE MARK UNIT RATE AS <u>NO BID</u>																	

\* Did not sign Iranian and EEO form

\*\* did not sign collusive

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**

**RFB-2378 Equipment Rental (2022-2023)**

Bid Opening: March 8 , 2022

\*\*\* Hammer only

\*\*\* EEO Form not signed

\*\*\*\* Thumb

\*\*\*\*\* Hammer only

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**  
**RFB-2379 Polypropylene Manhole Covers**  
**for Public Works**

Opened: March 24, 2022

Bidders			Blair Supply Corp*	FW Webb*	Glenco Supply Inc* **
CC100.PMR - Polypropylene Manhole Covers					
Item No.	Description	Unit	Unit Price	Unit Price	Unit Price
CC100.PMR0010	1-in Riser	EA	108.00	115.85	149.75
CC100.PMR0015	1.5-in Riser	EA	110.00	115.85	149.75
CC100.PMR0020	2-in Riser	EA	114.00	115.85	149.75

\*no seal on Waiver of Immunity

\*\* Missing signature of notary on SexualyHarrassment  
and Missing form for submission of bid

**Updated:** 4/11/2022

**DPW New Bids Total: \$ 3,231,493.50**

## **TIRE PRICE BY VENDOR**

McCarthy Tire

Parmenter Tire

Bridgestone/Firestone

Continental/General

### **11R-22.5**

<b>Model</b>	<b>MSRP</b>	<b>PRICE</b>	<b>MODEL</b>	<b>MSRP</b>	<b>PRICE</b>
BS R268	687.41	352.00	HSR2	631.34	451.41
BS M799	664.00	408.00	HDR2+	667.81	477.49
FD663 OSD	575.33	330.00	GRD	567.43	405.71
FS 560	558.25	313.00	GRA	566.29	404.90

### **425/65-R22.5**

M864	1282.08	664.00	HAC3	1150.42	822.55
FS818	1120.02	546.00	GOA	970.83	694.14

### **385/65-R22.5**

BS M864	1098.17	613.00	HAC3	1056.51	755.40
FS FS818	9920.85	496.00	GOA	873.76	624.74

### **315/80-R22.5**

BS M870	1055.25	578.00	HAU3	874.89	625.54
FS FS860	856.66	440.00	WT	750.85	536.86

**CHEMUNG COUNTY-CITY OF ELMIRA  
PURCHASING DEPARTMENT**

**RFB-2381 Iron Castings**

Bid Opening: April 5, 2021

<b>Sole Bidder</b>		<b>EJ USA Inc</b>
<b>Bid Items:</b>	<b>Description</b>	<b>Bid Price (FOB Vendors Yard)</b>
<b>CC715.1 Model 1205</b>	<b>Floating Manhole Frame and Cover (Asphalt Assembly)</b>	<b>908.12</b>
<b>CC715.2 Model 1037</b>	<b>Floating Manhole Frame and Cover (Asphalt Assembly)</b>	<b>908.12</b>
<b>CC715.3 Model 3024</b>	<b>Floating Manhole Frame and Cover (Asphalt Assembly)</b>	<b>908.12</b>
<b>CC715.4 Model 1040</b>	<b>Floating Manhole Frame and Cover (Asphalt Assembly)</b>	<b>908.12</b>
<b>CC726.01xx</b>	<b>Surface Applied Detectable Warning Units</b>	<b>NB</b>
<b>CC726.02xx</b>	<b>Embedded Detectable Warning Units</b>	<b>25.00 sf</b>

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT****RFB-2384 Highway Ditching (2022 - 2023)**

Bid Opening: March 22, 2022

<b>Bidder</b>			<b>Wenzel Landscaping</b>
<b>Surety</b>			<b>Check</b>
<b>Item</b>	<b>Description</b>	<b>Unit</b>	
C203.01	Grading, Cleaning and Reshaping Ditches	LF	<b>\$50.00</b>
<b>Ancillary Work</b>			
AW-L	Laborer	Day	<b>\$700.00</b>
AW-E	Equipment with Operator	Day	<b>\$1,480.00</b>
AW-T	Truck with Driver	Day	<b>\$960.00</b>
AW-M	Materials (by order on contract)	NEG LS	<b>N/A</b>
AW-FCP	Field Change Payment (FCP)	NEG LS	<b>N/A</b>
<b>Sum of Figures *</b>			<b>\$3,190.00</b>

\* incorrect sum on bid paper work corrected on Bid Tab

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING  
DEPARTMENT**

**RFB-2385 Pavement InPlace Recycling (2022-2023)**

Opening: March 10, 2022

<b>Sole Bidder</b>		<b>Suit-Kote</b>
<b>Surety</b>		<b>Bid Bond</b>
<b>Total cost to grind, mix,place, and compact RAP per square yard (assume 22-ft wide roadway, 4in depth, 1 mile)</b>		<b>FIGURES</b>
<b>Item</b>	<b>UNITS</b>	
Less than 4" depth of cut	SY	2.41
	DAY	NB
Greater than 4" depth of cut	SY	2.46
	DAY	NB
<b>C702.01 Stabilizing Agent Asphalt Emulsion (Supplied/Applied/Mixed)</b>		
CSS-1	GAL	3.4320
CSS-1H	GAL	3.4320
SS-1	GAL	3.4120
SS-1H	GAL	3.4120
HFMS-2	GAL	3.3120
CMS-2	GAL	3.3425
<b>Supplemental Items</b>		
Stone	TON	28.50
Shoulder Milling (1in - 3in)	SY	1.70
Milling (each additional inch)	SY	0.11
<b>Owner reserves the right to add or delete any or all of the pavement projects, portions thereof, modify project schedules and demensions, or add projects.</b>		



**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**  
**RFB-2386 Traffic Marking Lines**

Bid Opening: March 29,2022

Bidders		Seneca Pavement Inc.	
Surety		Bid Bond	
Traffic Markings - Bid Item #1 (Long Lines) 15 MILS			
Item	Qty	Unit Price / LF	Extended
SW15	2,000,000	\$0.0485	\$97,000.000
CC640.10.SW - Single White ReflectORIZED Pavement Stripes (15 mils x 4-inch width)	150,000.00	\$0.0485	\$7,275.000
	Extended Total: (Quantity x Unit Price (Rural) + (Quantity x Unit Price (Urban)	\$104,275.00	
SY15	1,100,000	\$0.000	\$0.000
CC640.11.SY - Single Yellow ReflectORIZED Pavement Stripes (15 mils x 4-inch width)	53,000.00	\$0.000	\$0.000
	Extended Total: (Quantity x Unit Price (Rural) + (Quantity x Unit Price (Urban)	\$0.00	
DY15	2,000,000	\$0.085	\$170,000.000
CC640.12.DY - Double (2) Yellow ReflectORIZED Pavement Stripes (15 mils x 4-inch width)	150,000.00	\$0.085	\$12,750.000
	Extended Total: (Quantity x Unit Price (Rural) + (Quantity x Unit Price (Urban)	\$182,750.00	
MLP	11,000 LF	0.000	
CC640.30 - Marking Line Points			
RLL	26,000 LF	0.000	
CC640.40 - Removal of Long Line, 4-inch (ReflectORIZED White/Yellow)			
SUM	Sum (A through E) / LF	\$287,025.00	
EPX	Markup/Reduction Percentage for substitution with NYSDOT Specified Epoxy Paint (Plus % or Minus %)	Plus 450%	
LAY	Hourly Rate for Layout Completed by Hand	\$500.00	

# Chemung County ~ City of Elmira Purchasing Department

## RFB-2389 Precast Concrete Drainage Units

Bid Opening: March 17, 2022

Sole Bidder			Zeiser Wilbert Vault
Item	Description	Unit	Unit Price
<b>CC706.FGC</b>	<b>Frames/Grates/Covers</b>		
FGC.R2553	Round	EA	417.00
FGC.R3560	Square	EA	357.00
FGC.R3561	Rectangular	EA	528.00
<b>CC706.ASFC</b>	<b>Asphalt Supported Frames/Covers</b>		
ASFSL24	24" Self-Level Frame	EA	849.00
ASCSL24	24" Solid Cover w/Gasket	EA	169.00
ASFSL30	30" Self-Level Frame	EA	1382.00
ASCSL30	30" Solid Cover w/Gasket	EA	304.00
<b>CC706.CBxx</b>	<b>Pre-Cast Concrete Catch Basin - Length x Width x Depth</b>		
CB.24.36	24" x 24" x 36" Deep	EA	325.00
CB.24.48	24" x 24" x 48" Deep	EA	445.00
CB.24.ADD	Additional Vertical LF	LF	120.00
CB.30.36	30" x 30" x 36" Deep	EA	425.00
CB.30.48	30" x 30" x 48" Deep	EA	550.00
CB.30.ADD	Additional Vertical LF	LF	145.00
CB.36.36	36" x 36" x 36" Deep	EA	475.00
CB.36.48	36" x 36" x 48" Deep	EA	595.00
CB.36.36.ADD	Additional Vertical LF	LF	175.00
<b>CC706.DW</b>	<b>Pre-Cast Concrete Drywell - Diameter x Height</b>		
DW.48.Cover	48" ID Cover	EA	182.00
DW.48.24	2-ft Vertical Section	EA	188.00
DW.48.36	3-ft Vertical Section	EA	282.00
DW.48.48	4-ft Vertical Section	EA	376.00
DW.48.Base	Base	EA	165.00
DW.72.Cover	72" ID Cover	EA	NB
DW.72.24	2-ft Vertical Section	EA	NB
DW.72.36	3-ft Vertical Section	EA	NB
DW.72.48	4-ft Vertical Section	EA	NB
DW.72.Base	Base	EA	NB
DW.96.Cover	96" ID Cover	EA	495.00
DW.96.24	2-ft Vertical Section	EA	NB
DW.96.36	3-ft Vertical Section	EA	NB
DW.96.48	4-ft Vertical Section	EA	82" 457.00

# Chemung County ~ City of Elmira Purchasing Department

## RFB-2389 Precast Concrete Drainage Units

Bid Opening: March 17, 2022

Sole Bidder			Zeiser Wilbert Vault
Item	Description	Unit	Unit Price
DW.96.Base	Base	EA	270.00
<b>CC707.MRxx</b>	<b>Precast Concrete Manhole Grade Ring</b>		
CC707.MR02	2-in High Ring	EA	38
CC707.MR04	4-in High Ring	EA	44
CC707.MR06	6-in High Ring	EA	49
<b>CC706.MHxx</b>	<b>Pre-Cast Concrete Manhole - Diameter x Height</b>		
MH.48.24C	48" x 24" Top Slab	EA	182.00
MH.48.12R	48" x 12" Riser	EA	198.00
MH.48.24R	48" x 24" Riser	EA	198.00
MH.48.Base	48" x 48" Base	EA	578.00
MH.60.24C	60" x 24" Top Slab	EA	242.00
MH.60.12R	60" x 12" Riser	EA	252.00
MH.60.24R	60" x 24" Riser	EA	252.00
MH.60.Base	60" x 48" Base	EA	746.00
MH.72.36	72" x 24" Top Slab	EA	264.00
MH.72.48	72" x 12" Riser	EA	354.00
MH.72.ADD	72" x 24" Riser	EA	354.00
MH.36.36	72" x 72" Base	EA	1326.00
AR.24.3	Adjustment Rings 24" x 3"	EA	NB
<b>CC706.RWB</b>	<b>Pre-Cast Concrete Retaining Wall Blocks &amp; Caps</b>		
RWB.24	18"H x 24"W x 24"L Blocks	EA	75.00
RWB.48	18"H x 24"W x 48"L Blocks	EA	105.00
RWB.72	18"H x 24"W x 72"L Blocks	EA	130.00
RWB.CAP	Unit Caps	EA	130.00
<b>CC706.WB</b>	<b>Pre-Cast Concrete Waste Blocks</b>		
WBxx	Insert size block bid:	EA	NB
WB.001	___ "W x ___ "L x ___ "H	EA	NB
WB.CAP	Unit Caps	EA	NB

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**

**RFB-2390 Traffic Marking Symbols (2022 - 2023)**

Bid Opening: March 29, 2022

Bidders				Seneca Pavement Inc.
Surety				Bid Bond(\$5,000)
Reflectorized Paint Pavement Stripes -15 mils				Unit Cost
Bid Item	Color	Width	Unit	
C640.4W	White	4 inch	LF	\$0.0100
C640.8W	White	8 inch	LF	\$0.0100
C640.12W	White	12 inch	LF	\$1.00
C640.16W	White	16 inch	LF	\$0.0100
C640.18W	White	18 inch	LF	\$2.00
C640.24W	White	24 inch	LF	\$2.00
C640.4Y	Yellow	4 inch	LF	\$0.0100
C640.8Y	Yellow	8 inch	LF	\$0.0100
C640.12Y	Yellow	12 inch	LF	\$1.00
C640.16Y	Yellow	16 inch	LF	\$0.0100
C640.18Y	Yellow	18 inch	LF	\$2.00
C640.24Y	Yellow	24 inch	LF	\$2.00
C640.4B	Blue	4 inch	LF	\$1.00
C640.8B	Blue	8 inch	LF	\$0.0100
Reflectorized Paint Pavement Letters and Symbols -15 mils				
C640.12WL	12 inch White Letter		EA	\$25.00
C640.12WS	12 inch White Symbol		EA	\$35.00
C640.99ADA	Blue ADA Symbol		EA	\$35.00
Removal of Miscellaneous Letters, Symbols, and Stripes				
C640.95RLS	Remove Letter-Symbol		EA	\$50.00
C640.96RM	Misc. Removal 4-in Line		EA	\$0.50
C640.97MP	Marking Points		LF	\$0.00
C640.EPX	Markup/Reduction (Plus or Minus) percentage for substitution with NYSDOT Specified Epoxy Paint			Plus 450%
C640.LAY	Hourly Rate for Layout completed by Hand			\$500.00
Sum of all Figures (not including C640.EPX or C640.LAY)				\$31,353.9 *

\* (Note: these figures were calculated using estimated quantities from Page 20 in the bid submission form.)

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**  
**RFB-2391 Concrete Box Culverts (2022-2023)**  
**for Public Works**

Opened: March 17, 2022

Bidders			Zeiser Wilbert Vault		Jefferson Concrete	
Addendums #1 & #2			Received		Received	
PreCast Concrete Box Culvert Units (inside dimensions)						
Item No.	Description	Unit	Weight (per LF)	Unit Price	Weight (per LF)	Unit Price
CC706.44	4ft x 4ft	LF	2,000.00	466.00	2,260.00	986.00
CC706.55	5ft x 5ft	LF	2,400.00	560.00	2,650.00	1,043.00
CC706.66	6ft x 6ft	LF	2,800.00	639.00	3,200.00	1,240.00
CC706.88	8ft x 8ft	LF	3,600.00	812.00	4,405.00	1,372.00
CC706.812	8ft x 12ft	LF	5,400.00	1,171.00	6,170.00	1,858.00
CC706.816	8ft x 16ft	LF	7,800.00	1,668.00	8,065.00	2,493.00
CC706.820	8ft x 20ft	LF	9,600.00	2,048.00	10,425.00	3,013.00
CC706.1010	10ft x 10ft	LF	5,700.00	1,241.00	5,445.00	1,918.00
CC706.1014	10ft x 14ft	LF	6,900.00	1,523.00	7,515.00	2,381.00
CC706.1018	10ft x 18ft	LF	11,000.00	2,290.00	9,480.00	2,906.00
CC706.1020	10ft x 20ft	LF	12,000.00	2,568.00	11,050.00	3,122.00
PreCast Concrete Toe Wall/Head Wall Units (18" x18" LF)						
CC706-TW1	Toe Wall	LF	600.00	350.00	350.00	384.00
CC706-HW2	Head Wall	LF	600.00	350.00	350.00	384.00
CC706.WW	Wing Wall	LS	NA	51.00	3,775.00	61.00

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**  
**RFB-2392 Hot Mix Ashpalt (FOB) (2022 -2023)**

Bid Opening: March 30, 2022

Bidder			Elmira Road	Dalrymple Gravel and Contracting
Item	Description	Unit		
C402.11_FOB	HMA-Type 1 - Base	TON	\$63.75	\$67.00
C402.13_FOB	HMA-Type 3 - Binder	TON	\$64.25	\$68.00
C402.15_FOB	HMA-Type 5 - Shim	TON	\$86.25	\$95.00
C402.17_FOB	HMA-Type 6F - Top	TON	\$70.65	\$74.00
C402.19_FOB	HMA-Type 7F - Top	TON	\$72.35	\$78.00
C402.21_FOB	HMA-Truing & Leveling	TON	\$72.35	N/B
Additional per TON for Vendor Hauling			\$10.50	N/B

# CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

## RFB-2393 Steel Shapes (2022-2023)

**Bid Opening; March 23, 2022**

Bidder		Chemung Supply	
Structural Steel Plate and Shapes (New)			
Bid Items		Bid Price Per TON	
		Bid Price (Delivered FOB Destination)	Bid Price (FOB Vendors Yard)
Steel Plate - A36 60-in to 96-in by 20-feet		\$3,240.00	\$3,240.00
Steel Plate - A572 60-in to 96-in by 20-feet		\$3,240.00	\$3,240.00
Standard W Shape (Beams) 4-in to 12-in		\$2,460.00	\$2,460.00
Standard W Shape (Beams) 14-in to 14 x 132		\$2,460.00	\$2,460.00
Standard W Shape (Beams) 16-in to 36-in		\$2,460.00	\$2,460.00
Standard S Shapes (Beams) 3-in to 24-in		\$2,460.00	\$2,460.00
Standard Channels 3-in to 15-in		\$2,440.00	\$2,440.00
Miscellaneous Channels 6-in to 18-in		\$2,480.00	\$2,480.00
Standard Angles 2-in x 2-in to 6-in x 6-in		\$2,560.00	\$2,560.00
Steel Bar Reinforcement (New)			
Bid Items		Bid Price Per TON	
		Bid Price (Delivered FOB Destination)	Bid Price (FOB Vendors Yard)
Grade 60 - No. 4 bar to No. 8 bar (Black)		\$1,608.00	\$1,608.00
Grade 60 - No. 4 bar to No. 8 bar (Epoxy Coated)		\$2,080.00	\$2,080.00
Welded Wire Mesh (10/10) 6 x 6 - W1.4/1.4		\$2,990.00	\$2,990.00
Welded Wire Mesh (8/8) 6 x 6 - W2.1/2.1		NB	NB
Steel Railroad Rails (Used)			
Bid Items		Bid Price (Delivered FOB Destination)	
		Bid Price (Delivered FOB Destination)	Bid Price (FOB Vendors Yard)
Railroad Rails 70 lbs/yd to 85 lbs/yd		NB	NB
Railroad Rails 85 lbs/yd to 100 lbs/yd		NB	NB
Steel Pipe - Welded to Specified Length (New)			
Bid Items		Bid Price (Delivered FOB Destination)	Bid Price (FOB Vendors Yard)
Pipe Dia.	Wall Thick		
20"	3/8"	NB	NB
24"	3/8"	NB	NB
30"	3/8"	\$2,990.00	\$2,990.00
36"	3/8"	\$2,990.00	\$2,990.00
42"	3/8"	\$2,990.00	\$2,990.00
48"	1/2"	\$2,990.00	\$2,990.00

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**  
**RFB-2393 Steel Shapes (2022-2023)**

**Bid Opening; March 23, 2022**

<b>Bidder</b>		<b>Chemung Supply</b>	
60"	1/2"	\$2,990.00	\$2,990.00
72"	1/2"	\$2,990.00	\$2,990.00
78"	1/2"	\$2,990.00	\$2,990.00
84"	1/2"	\$2,990.00	\$2,990.00
90"	1/2"	\$2,990.00	\$2,990.00
96"	1/2"	\$2,990.00	\$2,990.00
108"	1/2"	\$3,460.00	\$3,460.00
120"	1/2"	\$3,780.00	\$3,780.00







**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**  
**RFB-2395 Geosynthetics (2022-2023)**

Bid Opening: March 31, 2022

**Sole Bidder**

**Chemung Supply Corp**

**GEOTEXTILES FABRICS**

All bid prices are on a "per square yard" basis.

Tencate Mirafi ID#	Bidders Product Name	Product ID#	Available Width (ft)	Available Length (ft)	Area per Roll (sq yd)	Weight per Roll (lb)	Bid Price per sq. yd. Delivered	Bid Price per sq. yd. No Delivery
100X (W)	Hanes	SF-D	3'	1500'	500	125	\$0.70	\$0.70
500X (W)	Hanes	65	12'6"/17'6"	432'/309'	600/600	210lb ea	\$0.69	\$0.69
700X (W)	NB	NB	NB	NB	NB	NB	NB	NB
135N (NW)	NB	NB	NB	NB	NB	NB	NB	NB
140NC (NW)	NB	NB	NB	NB	NB	NB	NB	NB
140N (NW)	Hanes	N04	12'6"	360 ft	500	150	\$1.29	\$1.29
160N (NW)	Hanes	N06	12'6"	360 ft	500	231	\$1.59	\$1.59
170 (NW)	NB	NB	NB	NB	NB	NB	NB	NB

NOTE: W = Woven NW = Non Woven

**GEOTEXTILE**

	Length	Width	Area (SY)	Unit Cost	Price Per Roll
WINFAB 800N	12'6"	360'	500 sy	\$1.82	\$910.00
ADS 0601TS (NW)	12'6"	360'	500 sy	\$1.59	\$795.00
ADS 0801TS (NW)	12'6"	360'	500 sy	\$1.82	\$910.00
ADS 570HPTS (W)	15'	300'	500 sy	\$3.77	\$1,885.00

**GEOMEMBRANE**

	Length	Width	Area (SY)	Unit Cost	Price Per Roll
POLYGUARD NW-75	50'	3'	16.67 sy	\$10.74	\$179.04

**GEO CELLS**

	Length	Width	Area (SY)	Unit Cost	Price Per Roll
EnviroGrid EGA-20 (6"H)	21'4"	8'4"	20 sy	\$13.75	\$275.00
EnviroGrid EGA-30 (6"H)	27'4"	8'4"	25.55 sy	\$12.25	\$312.99
EnviroGrid EGA-40 (6"H)	45'	8'4"	42 sy	\$16.60	\$697.20

**GEO-GRID (BIAXIAL)**

All bid prices are on a "per square yard" basis.

Tencate ID#	Product Name	Available Width (ft)	Available Length (ft)	Bid Price Per Sq Yd Delivered	Bid Price Per Sq Yd NO delivery
BXG10	NB	NB	NB	NB	NB
BXG11	Tenagrid B100	12'	150	\$2.60	\$2.60
BXG12	Tenagrid B120	12'	150	\$4.05	\$4.05
BXG110	Tenagrid RX1100	13'	246	\$1.60	\$1.60
BXG120	Tenagrid RX1200	13'	164	\$2.20	\$2.20

# CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

**RFB-2399**

## PVC In-Line Drainage Basins (2022-2023)

**Bid Opening: March 31, 2022**

<b>Bidders</b>		<b>Chemung Supply</b>		<b>Ferguson Water Works</b>	
<b>PVC Basins:</b>		Price Per Each Unit Including Plastic Grate	Price Per Each Unit for Traffic Loadings with Ductile Iron Grate Including Ductile Iron Grate	Price Per Each Unit Including Plastic Grate	Price Per Each Unit for Traffic Loadings with Ductile Iron Grate Including Ductile Iron Grate
Diameter	Depth				
12"	24"	NB	\$959.00	\$925.70	\$925.70
12"	30"	NB	\$959.00	\$925.70	\$925.70
12"	36"	NB	\$959.00	\$925.70	\$925.70
18"	30"	NB	\$1,673.00	\$1,613.74	\$1,613.74
18"	36"	NB	\$1,673.00	\$1,613.74	\$1,613.74
18"	48"	NB	\$1,710.00	\$1,653.50	\$1,653.50
24"	48"	NB	\$2,149.00	\$2,074.30	\$2,074.30
<b>In Line Drains:</b>					
Diameter	Adapt Range				
18"	4" - 18"	NB	\$889.00	\$858.93	NB
24"	4" - 24"	NB	\$1,549.00	\$1,596.77	NB
30"	4" - 30"	NB	\$1,999.00	\$1,931.74	NB
<b>Sum Unit Prices</b>			\$14,519.00	14119.82 *	9732.38 *

**\* Figures corrected from Bid Submission Form**

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**  
**RFB-2400 Sidewalks and Curbs - (2022-2023)**

Bid Opening: March 22, 2022

<b>Bidder</b>			<b>Wenzel Landscaping*</b>
<b>Surety</b>			<b>check</b>
<b>Specifications Section B1: Site Preparation and Restoration</b>			
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>
C201.X	Unclassified Excavation > 6-inch deep (paid for approved undercuts)	CY	\$75.00
C201.XX	Additional Sub-base > 6-inch deep	CY	\$75.00
C201.T18	Tree Removal Size < 18.0"	Each	\$600.00
C201.T24	Tree Removal Size = 18.0" - 24"	Each	\$700.00
C201.T30	Tree Removal Size = 24.1" - 30"	Each	\$1,000.00
C201.T36	Tree Removal Size = 30.1" - 36"	Each	\$1,350.00
C201.T42	Tree Removal Size = 36.1" - 42"	Each	\$1,850.00
C201.T48	Tree Removal Size = 42.1" - 48"	Each	\$2,000.00
C201.S18	Remove Stump Size < 18.0"	Each	\$400.00
C201.S24	Remove Stump Size = 18.0" - 24"	Each	\$450.00
C201.S30	Remove Stump Size = 24.1" - 30"	Each	\$500.00
C201.S36	Remove Stump Size = 30.1" - 36"	Each	\$500.00
C201.S42	Remove Stump Size = 36.1" - 42"	Each	\$500.00
C402.HMA	HMA Pavement (Restoration)	SF	\$10.00
C608.FW	Concrete Flatwork	CY	\$2,600.00
C610.TE	Topsoil and Turf Establishment	SY	\$15.00
<b>Sum Section B1 - Unit Prices</b>			<b>\$12,625.00</b>
<b>List of Tree and Stump Removal Equipment is Enclosed:</b>			<b>Yes      No</b>
<b>OR</b>			
<b>Name of Tree and Stump Removal Contractor:</b>			
<b>Company Address:</b>			
<b>Contact Person:</b>			
<b>Phone:</b>			
<b>Fax:</b>			
<b>Email:</b>			
<b>Section B2: Concrete Sidewalk and Ramps</b>			
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>
C601.BSC	Brick Stamped and Colored Concrete	CY	\$3,000.00
C608.01	ADA Compliant Concrete Sidewalk and Ramps	CY	\$2,600.00
C608.01C	ADA Compliant Concrete Sidewalk and Ramp and Integral Curb	CY	\$2,600.00
C608.2	Surface Applied Detectable Warning Units	SF	\$35.00
C608.2	Embedded - Cast Iron Detectable Warning Units	SF	\$35.00

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**  
**RFB-2400 Sidewalks and Curbs - (2022-2023)**

Bid Opening: March 22, 2022

<b>Bidder</b>			<b>Wenzel Landscaping*</b>
<b>Surety</b>			<b>check</b>
<b>C608.2</b>	<b>Stamped Concrete Detectable Warning Units</b>	<b>SF</b>	<b>\$35.00</b>
<b>Sum Section B2 - Unit Prices</b>			<b>\$8,305.00</b>

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**  
**RFB-2400 Sidewalks and Curbs - (2022-2023)**

Bid Opening: March 22, 2022

Bidder			Wenzel Landscaping*
Surety			check
<b>Section B3: Curb and Gutter</b>			
Item	Description	Unit	Unit Price
C609.04VF	Concrete Curb - Type VF150 < 300LF	LF	\$50.00
C609.04VF	Concrete Curb - Type VF150 300 - 1,000LF	LF	\$50.00
C609.04VF	Concrete Curb - Type VF150 >1,000LF	LF	\$45.00
C609.04S5	5" Shallow Depth Concrete Curbs < 300LF	LF	\$25.00
C609.04S5	5" Shallow Depth Concrete Curbs 300 - 1,000LF	LF	\$25.00
C609.04S5	5" Shallow Depth Concrete Curbs > 1,000LF	LF	\$23.00
C609.04S8	8" Shallow Depth Concrete Curbs < 300LF	LF	\$25.00
C609.04S8	8" Shallow Depth Concrete Curbs 300 - 1,000LF	LF	\$25.00
C609.04S8	8" Shallow Depth Concrete Curbs > 1,000LF	LF	\$23.00
C609.02	Granite Curb - Type C (Linear)	LF	\$60.00
C609.02R	Granite Curb - Type C (Radius)	LF	\$65.00
C609.15	Reset Granite Curb (Linear)	LF	\$60.00
JECT	Reset Granite Curb (Radius)	LF	\$65.00
<b>Sum Section B3 - Unit Prices</b>			<b>\$541.00</b>

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**  
**RFB-2400 Sidewalks and Curbs - (2022-2023)**

Bid Opening: March 22, 2022

<b>Bidder</b>	<b>Wenzel Landscaping*</b>
<b>Surety</b>	<b>check</b>

\* Sexual Harrassment missing notary



# CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

## RFB-2401 Ready Mix Concrete

Bid Opening: April 5, 2022

Bidders		Porters Concrete Service Inc	
Ready Mix Concrete			
Item	Item/Description	Unit	Unit Price
A	NYS Class - A (General Purpose)	CY	\$142.00
D	NYS Class - D (Thin Structural)	CY	\$148.00
E	NYS Class - E (Structural Slabs)	CY	\$145.00
F	NYS Class - F (High Early)	CY	NB
HP	NYS Class - HP (Exposure to Chlorides)	CY	NB
Alternate Designs - Ready Mix Concrete			
A4000	Alternate - 4,000 psi Structural	CY	\$142.00
A4500	Alternate - 4,500 psi	CY	\$144.00
A5000	Alternate - 5,000 psi	CY	\$148.00
Controlled Low Strength Material (CLSM)			
CC204.011	CLSM < 100 (50 - 100 psi)	CY	\$105.00
CC204.012	CLSM < 200 (100 - 200 psi)	CY	\$111.00
CC204.013	CLSM < 300 (200 - 300 psi)	CY	\$117.00
CC204.03	Lightweight Concrete Fill (Type A)	CY	NB
CC204.04	Lightweight Concrete Fill (Type B)	CY	NB
Mix Design Additives - Ready Mix Concrete			
AD1	Add for High/Early 1%	CY	\$8.00
AD2	Add for Heat	CY	\$7.00
AD3	Add for Conveyor	CY	\$20.00
AD4	Add Delivery Charge under 3 CY	LS	\$60.00
Ready Mix Concrete			
Indicate place of manufacture, location, and/or source of material:		Porters Concrete Service Inc, 88 Porters Simmental Lane, waverly, NY 14882	

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**  
**RFB-2404 De-Icing Sand (2022- 2023)**

**Bid Opening: March 3/30/2022**

## FAA Approved De-Icing Solution

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Bidders		Darymple Contracting Co. Inc.	Austin Sand And Gravel NY Sand	Austin Sand And Gravel PA Sand	Austin Sand And Gravel Anti Skid	F.S. Lopke Rock Products
Item	Bid Item Description	Unit Price per Ton	Unit Price per Ton	Unit Price per Ton	Unit Price per Ton	Unit Price per Ton
C703-0101	Material loaded on municipal vehicles at Vendor's Plant	\$125.00	\$11.50	\$8.50	N/B	N/B
C703-01F	Material and Delivery to ECRA, 276 Sing Sing Rd, Horseheads, NY	\$137.00	N/B	N/B	N/B	N/B

[illegible]

C703-0102	Material loaded on municipal vehicles at Vendor's Plant	\$14.25	\$11.50	\$8.50	\$15.50	\$10.45
C703-01H	<b>Material and Delivery to these Locations:</b>					
C703-01H	Chemung County Highway Public Works, Horseheads, NY	N/B	\$17.50	\$14.50	\$21.50	\$21.35
C703-01H	Town of Ashland Highway Garage, Wellsburg, NY	N/B	\$15.50	\$12.50	\$19.50	\$21.35
C703-01H	Town of Baldwin Highway Garage, Lowman, NY	N/B	\$16.50	\$13.50	\$20.50	\$21.35
C703-01H	Town of Big Flats Public Works, Big Flats, NY	N/B	\$18.25	\$15.25	\$22.25	\$22.00
C703-01H	Town of Catlin Highway Garage, Beaver Dams, NY	N/B	\$20.50	\$17.50	\$24.50	\$22.55
C703-01H	Town of Chemung Highway Garage, Chemung, NY	N/B	\$15.50	\$12.50	\$19.50	\$21.35
C703-01H	Town of Elmira Highway Garage, Elmira, NY	N/B	\$17.50	\$14.50	\$21.50	\$21.35
C703-01H	Town of Erin Highway Garage, Erin, NY	N/B	\$18.25	\$15.25	\$22.25	\$21.60
C703-01H	Town of Horseheads Highway Garage, Horseheads, NY	N/B	\$18.25	\$15.25	\$22.25	\$21.35
C703-01H	Town of Southport Highway Garage, Pine City, NY	N/B	\$17.50	\$14.50	\$21.50	\$22.00
C703-01H	Town of VanEtten Highway Garage, VanEtten, NY	N/B	\$16.50	\$13.50	\$20.50	\$21.35
C703-01H	Town of Veteran Highway Garage, Horseheads, NY	N/B	\$18.25	\$15.25	\$22.25	\$22.00
C703-01H	Village of Elmira Heights Garage, Elmira Heights, NY	N/B	\$18.25	\$15.25	\$22.25	\$21.35
C703-01H	City of Elmira, DPw Building, Linden Place, Elmira, NY	N/B	\$17.75	\$14.75	\$21.75	\$21.35
Indicate place of manufacture, location, and/or source of the proposed bid material:		Chemung NY , Coopers Plains NY	88 Simmental Lane Waverly NY	88 Simmental Lane Waverly NY	88 Simmental Lane Waverly NY	Louwsberry or Owego NY



**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**  
**RFB-2407 Concrete Prestressed Beams (2022-2023)**

**Bid Opening: March 24, 2022**

**36-inch and 48-inch WIDE PRESTRESSED CONCRETE BOX BEAM (Unit Price per Linear Foot of Beam)**

<b>Sole Bidder</b>	<b>Jefferson Concrete Corp</b>	
Span (Ft)	Unit Price 36-inch	Unit Price 48-inch
20	\$393.00	\$349.00
22	\$361.00	\$333.00
24	\$380.00	\$311.00
26	\$360.00	\$292.00
28	\$366.00	\$277.00
30	\$352.00	\$296.00
32	\$330.00	\$258.00
34	\$315.00	\$247.00
36	\$304.00	\$240.00
38	\$292.00	\$232.00
40	\$330.00	\$278.00
42	\$330.00	\$273.00
44	\$322.00	\$264.00
46	\$311.00	\$256.00
48	\$304.00	\$251.00
50	\$319.00	\$258.00
52	\$311.00	\$251.00
54	\$303.00	\$245.00
56	\$295.00	\$246.00
58	\$304.00	\$243.00
60	\$377.00	\$240.00
62	\$367.00	\$281.00
64	\$367.00	\$282.00
66	\$359.00	\$276.00
68	\$347.00	\$274.00
70	\$357.00	\$278.00
72	\$350.00	\$275.00
74	\$343.00	\$271.00
76	\$344.00	\$273.00
78	\$343.00	\$275.00
80	\$357.00	\$278.00
82	\$358.00	\$283.00
84	\$349.00	\$278.00
86	\$352.00	\$280.00
88	\$354.00	\$286.00
90	\$350.00	\$283.00
92	\$349.00	\$281.00
94	\$344.00	\$278.00
96	\$340.00	\$275.00
98	\$335.00	NB
100	\$331.00	NB
102	\$331.00	NB
104	\$326.00	NB

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**  
**RFB-2413 Chemung County Hot Asphalt Mix Pavements (2022)**

Bid Opening April 8, 2022

Bidders		Dalrymple Gravel	Elmira Road Materials	Spencer Paving Co
Surety		bid bond	Bid bond	2 Cks \$500.
	Addendum #1	received	Received	Received
PC1. CR56 -Hickory Grove Rd, Town of Horseheads (Owner - Chemung County) This overlay project begins at the intersection of CR17 Sing Sing Rd, proceeding northeasterly to the project limits of the drainage project. The work crosses three (3) intersecting roads and numerous driveways. This is an asphalt overlay project with no milling.				
Length:0.88-mi	Type 6F Top: 1.5-in			
Width: 27.0-ft	Top Tons: 1200			
Type 3 Binder: 0	Tack Gallon: 1394			
Binder TONS: 0	Cold Milling Depth: 0 Cold Milling SY: 0			
Unit Bid Price - 6F Top per Ton		\$80.00	\$78.45	NB
Unit Bid Price Tack Coat per Gallon:		\$2.50	\$2.00	NB
Cold Milling per Day				
1.	Extended Bid Price for Binder in place			
2.	Extended Bid Price for Top in Place	\$96,000.00	\$94,140.00	NB
3.	Extended Bid Price for Tack Coat	\$3,485.00	\$2,788.00	NB
4.	Extended Bid Price for Cold Milling			
5.	Extended Bid Price for Mobilization	\$2,000.00	\$600.00	NB
6.	Extended Bid Price for Joint Adhesive per LF	\$0.15	\$1.00	NB
PC1 Total Project Bid Price (1 thru 6)		\$102,182.50	\$97,529.00	NB
Add/Deduct for substitution of an equivalent NYSDOT approved warm mix asphalt pavement ( subject to approval)				
Binder per Ton		NA	\$0.00	NB
Extended Price		NA	\$0.00	NB
Top per Ton		Same price	\$0.00	NB
Extended Price		Same price	\$0.00	NB
PC2. CR04 Marsh Rd- Town of Erin (Owner - Chemung County) This overlay project begins at the intersection of NYS Rte 223 proceeding south than east to CR03 Wyncoop Creek Road. The work crosses six (6) intersecting roads and numerous driveways. The County will complete a Cold-In-Place recycling project (by others) prior to the asphalt paving under this contract.				
Length: 3.80-mi	Type 6F Top: 1.5-in			
Width: 24.0-ft	Top Tons: 4535			
Type 3 Binder: 0	Tack Gallon: 5350			
Binder per Ton: 0	Cold Milling Depth: 0 Cold Milling SY: 0			
Unit Bid Price - 6F Top per Ton		\$79.00	\$78.70	\$99.67
Unit Bid Price Tack Coat per Gallon:		\$2.50	\$2.00	\$7.00
Cold Milling per Day				
1.	Extended Bid Price for Binder in place			
2.	Extended Bid Price for Top in Place	\$358,265.00	\$356,904.50	\$45,203.45
3.	Extended Bid Price for Tack Coat	\$13,375.00	\$10,700.00	\$37,450.00
4.	Extended Bid Price for Cold Milling			
5.	Extended Bid Price for Mobilization	\$2,000.00	\$1,000.00	\$1,500.00
6.	Extended Bid Price for Joint Adhesive per LF	\$0.15	\$1.00	\$1.40
(PC2) Total PROJECT bid price (1-6)		\$376,649.00	\$368,605.50	\$490,954.85
Add/Deduct for substitution of an equivalent NYSDOT approved warm mix asphalt pavement ( subject to approval)				
Binder per Ton		NA	\$0.00	NB
Extended Price		NA	\$0.00	NB

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**  
**RFB-2413 Chemung County Hot Asphalt Mix Pavements (2022)**

Bid Opening April 8, 2022

Bidders		Dalrymple Gravel	Elmira Road Materials	Spencer Paving Co
Surety		bid bond	Bid bond	2 Cks \$500.
Top per Ton		Same price	\$0.00	NB
Extended Price		Same price	\$0.00	NB
PC3, CR24 Decker Road, Town of Van Etten (Owner - Chemung County) This project begins at the intersections of NYS Route 223 proceeding south-easterly to CR03 Wyncoop Creek Road. The work crosses zero (0) intersecting roads and numerous driveways. The County will mill the road (by others) prior to pavng under this contract.				
		Length: 1.25-mi	Type 6F Top: 2.0-in	
		Width: 22.0-ft	Top Tons: 1825	
		Type 3 Binder: 0	Tack Gallon: 1614	
		Binder per Ton: 0	Cold Milling Depth: 0 Cold Milling SY: 0	
Unit Bid Price - 6F Top per Ton		\$79.00	\$81.55	\$101.97
Unit Bid Price Tack Coat per Gallon:		\$2.50	\$2.00	\$7.00
Cold Milling per Day				
1.	Extended Bid Price for Binder in place			
2.	Extended Bid Price for Top in Place	\$144,175.00	\$148,828.75	\$186,095.25
3.	Extended Bid Price for Tack Coat	\$4,035.00	\$3,228.00	\$11,298.00
4.	Extended Bid Price for Cold Milling			
5.	Extended Bid Price for Mobilization	\$1,000.00	\$600.00	\$1,500.00
6.	Extended Bid Price for Joint Adhesive per LF	\$0.15	\$1.00	\$1.40
(PC3) Total PROJECT bid price (1-6)		\$150,200.00	\$152,657.75	\$198,894.65
Add/Deduct for substitution of an equivalent NYSDOT approved warm mix asphalt pavement ( subject to approval)				
Binder per Ton		NA	\$0.00	NB
Extended Price		NA	\$0.00	NB
Top per Ton		Same price	\$0.00	NB
Extended Price		Same price	\$0.00	NB
PC4, Road, Swartwood Road, Town of Van Etten (Owner - Chemung County) This asphalt overlay project begins at the intersection of SR223 and proceeds northerly to the dead-end. It also begins at SR224 and proceeds southerly to the dead-end. The work crosses zero (0) intersecting roads and numerous driverways. The County will make any needed road repairs prior to paving under this contract.				
		Length: 0.80-mi	Type 6F Top: 1.5-in	
		Width: 22.0-ft	Top Tons: 912	
		Type 3 Binder: 0	Tack Gallon: 1033	
		Binder per Ton: 0	Cold Milling Depth: 0 Cold Milling SY: 0	
Unit Bid Price - 6F Top per Ton		\$79.00	\$85.05	\$104.77
Unit Bid Price Tack Coat per Gallon:		\$2.50	\$2.00	\$7.00
Cold Milling per Day				
1.	Extended Bid Price for Binder in place			
2.	Extended Bid Price for Top in Place	\$72,048.00	\$77,565.60	\$95,550.24
3.	Extended Bid Price for Tack Coat	\$2,582.50	\$2,066.00	\$7,231.00
4.	Extended Bid Price for Cold Milling			
5.	Extended Bid Price for Mobilization	\$1,000.00	\$1,200.00	\$1,500.00
6.	Extended Bid Price for Joint Adhesive per LF	\$0.15	\$1.00	\$1.40
(PC4) Total PROJECT bid price (1-6)		\$76,263.50	\$80,832.60	\$104,282.64
Add/Deduct for substitution of an equivalent NYSDOT approved warm mix asphalt pavement ( subject to approval)				
Binder per Ton		NA	\$0.00	NB
Extended Price		NA	\$0.00	NB
Top per Ton		Same price	\$0.00	NB

# CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

## RFB-2413 Chemung County Hot Asphalt Mix Pavements (2022)

Bid Opening April 8, 2022

Bidders		Dalrymple Gravel	Elmira Road Materials	Spencer Paving Co
Surety		bid bond	Bid bond	2 Cks \$500.
Extended Price		Same price	\$0.00	NB
PC5. CR65 Lake Rd, Town of Horseheads (owner - Chemung County) This project beings at the intersections of CR51 Lattabrook Road proceeding southerly to the Elmira City Line. The work crosses two (2) intersecting roads and numerous driveways. The County will mill the road prior to paving under this contract.				
Length: 1.91-mi	Type 6F Top: 2.0-in			
Width: 30.0-46.0-ft	Top Tons: 4125			
Type 3 Binder: 0	Tack Gallon: 3644			
Binder per Ton: 0	Cold Milling Depth: 0 Cold Milling SY: 0			
Unit Bid Price - 6F Top per Ton				
	Unit Bid Price Tack Coat per Gallon:	\$2.50	\$2.00	NB
Cold Milling per Day				
1.	Extended Bid Price for Binder in place			
2.	Extended Bid Price for Top in Place	\$325,875.00	\$320,100.00	NB
3.	Extended Bid Price for Tack Coat	\$9,110.00	\$7,288.00	NB
4.	Extended Bid Price for Cold Milling			
5.	Extended Bid Price for Mobilization	\$500.00	\$600.00	NB
6.	Extended Bid Price for Joint Adhesive per LF	\$0.15	\$1.00	NB
(PC5) Total PROJECT bid price (1-6)		\$336,997.00	\$327,989.00	NB
Add/Deduct for substitution of an equivalent NYSDOT approved warm mix asphalt pavement ( subject to approval)				
Binder per Ton		NA	\$0.00	NB
Extended Price		NA	\$0.00	NB
Top per Ton		Same price	\$0.00	NB
Extended Price		Same price	\$0.00	NB
PC6. CR55 Harris Hill Road, Townof Elmira (Owner - Chemung County) This project begins at the intersection of CR33 West Hill Road proceeding south-westerly to CR55a Soaring Hill Drive (National Soaring Museum.) The work crosses one (1) intersecting roads and numerous driverways through Harris Hill Park. The County will mill the road prior to paving under this contract.				
Length: 0.85-mi	Type 6F Top: 1.5-in			
Width: 26.0-ft	Top Tons: 1100			
Type 3 Binder: 0	Tack Gallon: 1297			
Binder per Ton: 0	Cold Milling Depth: 0 Cold Milling SY: 0			
Unit Bid Price - 6F Top per Ton				
	Unit Bid Price Tack Coat per Gallon:	\$2.50	\$2.00	\$7.00
Cold Milling per Day				
1.	Extended Bid Price for Binder in place			
2.	Extended Bid Price for Top in Place	\$86,900.00	\$87,670.00	\$127,402.00
3.	Extended Bid Price for Tack Coat	\$3,242.50	\$2,594.00	\$9,079.00
4.	Extended Bid Price for Cold Milling			
5.	Extended Bid Price for Mobilization	\$1,000.00	\$1,000.00	\$1,500.00
6.	Extended Bid Price for Joint Adhesive per LF	\$0.15	\$1.00	\$1.40
(PC6) Total PROJECT bid price (1-6)		\$91,816.00	\$91,265.00	\$137,982.40
Add/Deduct for substitution of an equivalent NYSDOT approved warm mix asphalt pavement ( subject to approval)				
Binder per Ton		NA	\$0.00	NB
Extended Price		NA	\$0.00	NB
Top per Ton		Same price	\$0.00	NB
Extended Price		Same price	\$0.00	NB
PC7. CR64 Big Flats - Corning Road, Town of Big Flats (Owner - Chemung County) This project begins at the intersection of CR82 Winters Road proceeding easterly to CR55 Harris Hill Road. The work crosses five (5) intersecting roads and numerous driveways. The County will mill the road rprior to paving under this contract.				
Length: 1.36-mi	Type 6F Top: 2.0-in			

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**  
**RFB-2413 Chemung County Hot Asphalt Mix Pavements (2022)**

Bid Opening April 8, 2022

Bidders		Dalrymple Gravel	Elmira Road Materials	Spencer Paving Co
Surety		bid bond	Bid bond	2 Cks \$500.
Width: 27.0-ft	Top Tons: 2435			
Type 3 Binder: 0	Tack Gallon: 2155			
Binder per Ton: 0	Cold Milling Depth: 0 Cold Milling SY: 0			
Unit Bid Price - 6F Top per Ton		\$79.00	\$79.20	NB
Unit Bid Price Tack Coat per Gallon:		\$2.50	\$2.00	NB
Cold Milling per Day				
1.	Extended Bid Price for Binder in place			
2.	Extended Bid Price for Top in Place	\$192,365.00	\$192,852.00	NB
3.	Extended Bid Price for Tack Coat	\$5,387.50	\$4,310.00	NB
4.	Extended Bid Price for Cold Milling			
5.	Extended Bid Price for Mobilization	\$1,000.00	\$1,000.00	NB
6.	Extended Bid Price for Joint Adhesive per LF	\$0.15	\$1.00	NB
(PC7) Total PROJECT bid price (1-6)		\$199,829.50	\$198,163.00	NB
Add/Deduct for substitution of an equivalent NYSDOT approved warm mix asphalt pavement ( subject to approval)				
Binder per Ton		NA	\$0.00	NB
Extended Price		NA	\$0.00	NB
Top per Ton		Same price	\$0.00	NB
Extended Price		Same price	\$0.00	NB
PC8. CR21 Wygant Road, Town of Horseheads (Owner - Chemung County) This project beings at the intersection of NYS Route 14 and proceeds easterly to the N-S Roalroad crossing. The work crosses zero (0) intersecting roads and a few driveways. The County will mill the road prior to paving under this contract.				
Length: 0.18-mi	Type 6F Top: 2.0-in			
Width: 28.0-ft	Top Tons: 355			
Type 3 Binder: 0	Tack Gallon: 296			
Binder per Ton: 0	Cold Milling Depth: 0 Cold Milling SY: 0			
Unit Bid Price - 6F Top per Ton		\$98.00	\$85.60	\$136.56
Unit Bid Price Tack Coat per Gallon:		\$2.50	\$2.00	\$7.00
Cold Milling per Day				
1.	Extended Bid Price for Binder in place			
2.	Extended Bid Price for Top in Place	\$32,830.00	\$28,676.00	\$45,747.60
3.	Extended Bid Price for Tack Coat	\$740.00	\$592.00	\$2,072.00
4.	Extended Bid Price for Cold Milling			
5.	Extended Bid Price for Mobilization	\$2,000.00	\$600.00	\$1,500.00
6.	Extended Bid Price for Joint Adhesive per LF	\$0.15	\$1.00	\$1.40
(PC8) Total PROJECT bid price (1-6)		\$35,712.50	\$29,869.00	\$49,321.00
Add/Deduct for substitution of an equivalent NYSDOT approved warm mix asphalt pavement ( subject to approval)				
Binder per Ton		NA	\$0.00	NB
Extended Price		NA	\$0.00	NB
Top per Ton		Same price	\$0.00	NB
Extended Price		Same price	\$0.00	NB
PC9. CR18 Lenox Avenue, Town of Horseheads (Owner - Chemung County) This project begins at the intersection of CR65 Lake Road proceeding westerly to CR58 Oakwood Avenue. The work crosses either (8) intersecting roads, a railroad crossing, and numerous driveways. The County will mill the road prior to paving under htis contract.				
Length: 0.70-mi	Type 6F Top: 1.5-in			
Width: 22.0-ft	Top Tons: 770			
Type 3 Binder: 0	Tack Gallon: 1037			
Binder per Ton: 0	Cold Milling Depth: 0 Cold Milling SY: 0			
Unit Bid Price - 6F Top per Ton		\$79.00	\$82.60	NB
Unit Bid Price Tack Coat per Gallon:		\$2.50	\$2.00	NB
Cold Milling per Day				



**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**  
**RFB-2413 Chemung County Hot Asphalt Mix Pavements (2022)**

Bid Opening April 8, 2022

Bidders		Dalrymple Gravel	Elmira Road Materials	Spencer Paving Co
Surety		bid bond	Bid bond	2 Cks \$500.
1.	Extended Bid Price for Binder in place			
2.	Extended Bid Price for Top in Place	\$60,830.00	\$63,602.00	NB
3.	Extended Bid Price for Tack Coat	\$2,592.50	\$2,074.00	NB
4.	Extended Bid Price for Cold Milling			
5.	Extended Bid Price for Mobilization	\$500.00	\$600.00	NB
6.	Extended Bid Price for Joint Adhesive per LF	\$0.15	\$1.00	NB
(PC9) Total PROJECT bid price (1-6)		\$64,477.50	\$66,277.00	NB
Add/Deduct for substitution of an equivalent NYSDOT approved warm mix asphalt pavement ( subject to approval)				
Binder per Ton		NA	\$0.00	NB
Extended Price		NA	\$0.00	NB
Top per Ton		Same price	\$0.00	NB
Extended Price		Same price	\$0.00	NB
PC10. CR19 Fairview Road, Town of Horseheads and Internal Fairground Roads (Owner - Chemung County) This project begins at the intersection of CR66 Garnd Central Avenue proceeding easterly to CR65 Lake Road. The work crosses three (3) intersecting roads and numerous driveways, and is adjacent to the Chemung County Fairgrounds. Also includes 330-ft of Fairground roads. The County will mill the roads prior to paving under this contract.				
Length: 0.94-mi	Type 6F Top: 1.5-in			
Width: 35.0-ft	Top Tons: 1600			
Type 3 Binder: 0	Tack Gallon: 1930			
Binder per Ton: 0	Cold Milling Depth: 0 Cold Milling SY: 0			
Unit Bid Price - 6F Top per Ton		\$79.00	\$77.10	NB
Unit Bid Price Tack Coat per Gallon:		\$2.50	\$2.00	NB
Cold Milling per Day				
1.	Extended Bid Price for Binder in place			
2.	Extended Bid Price for Top in Place	\$126,400.00	\$123,360.00	NB
3.	Extended Bid Price for Tack Coat	\$4,825.00	\$3,860.00	NB
4.	Extended Bid Price for Cold Milling			
5.	Extended Bid Price for Mobilization	\$500.00	\$600.00	NB
6.	Extended Bid Price for Joint Adhesive per LF	\$0.15	\$1.00	NB
(PC10) Total PROJECT bid price (1-6)		\$132,467.50	\$127,821.00	NB
Add/Deduct for substitution of an equivalent NYSDOT approved warm mix asphalt pavement ( subject to approval)				
Binder per Ton		NA	\$0.00	NB
Extended Price		NA	\$0.00	NB
Top per Ton		Same price	\$0.00	NB
Extended Price		Same price	\$0.00	NB
PC11. CR39 E. 14th Street, Town of Horseheads (Owner - Chemung County) This project begins at the intersection of CR65 Lake Road proceeding westerly to Elmira Heights Village Line. The work crosses zero (0) intersecting roads and numerous driveways. The County will mill the road prior to paving under this contract.				
Length: 0.22-mi	Type 6F Top: 1.5-in			
Width: 31-42-ft	Top Tons: 390			
Type 3 Binder: 0	Tack Gallon: 459			
Binder per Ton: 0	Cold Milling Depth: 0 Cold Milling SY: 0			
Unit Bid Price - 6F Top per Ton		\$79.00	\$81.10	NB
Unit Bid Price Tack Coat per Gallon:		\$2.50	\$2.00	NB
Cold Milling per Day				
1.	Extended Bid Price for Binder in place			
2.	Extended Bid Price for Top in Place	\$30,810.00	\$31,629.00	NB
3.	Extended Bid Price for Tack Coat	\$1,147.50	\$918.00	NB
4.	Extended Bid Price for Cold Milling			
5.	Extended Bid Price for Mobilization	\$500.00	\$600.00	NB
6.	Extended Bid Price for Joint Adhesive per LF	\$0.15	\$1.00	NB

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**

**RFB-2413 Chemung County Hot Asphalt Mix Pavements (2022)**

Bid Opening April 8, 2022

Bidders		Dalrymple Gravel	Elmira Road Materials	Spencer Paving Co
Surety		bid bond	Bid bond	2 Cks \$500.
(PC11) Total PROJECT bid price (1-6)		\$32,631.50	\$33,148.00	NB
Add/Deduct for substitution of an equivalent NYSDOT approved warm mix asphalt pavement ( subject to approval)				
Binder per Ton		NA	\$0.00	NB
Extended Price		NA	\$0.00	NB
Top per Ton		Same price	\$0.00	NB
Extended Price		Same price	\$0.00	NB
PC12. CR58 Oakwood Avenue, Town of Horseheads (Owner - Chemung County) This project begins at the intersection of CR66 Grand Central Avenue southerly to the Elmira Heights Village Line. The work crosses five (5) intersecting roads and numerous driveways, many of which are commercial. The County will mill the road prior to paving under this contract.				
Length: 0.65-mi	Type 6F Top: 1.5-in			
Width: 27-29-ft	Top Tons: 905			
Type 3 Binder: 0	Tack Gallon: 1068			
Binder per Ton: 0	Cold Milling Depth: 0 Cold Milling SY: 0			
Unit Bid Price - 6F Top per Ton		\$79.00	\$80.10	NB
Unit Bid Price Tack Coat per Gallon:		\$2.50	\$2.00	NB
Cold Milling per Day				
1.	Extended Bid Price for Binder in place			
2.	Extended Bid Price for Top in Place	\$71,495.00	\$72,490.50	NB
3.	Extended Bid Price for Tack Coat	\$2,670.00	\$2,136.00	NB
4.	Extended Bid Price for Cold Milling			
5.	Extended Bid Price for Mobilization	\$500.00	\$600.00	NB
6.	Extended Bid Price for Joint Adhesive per LF	\$0.15	\$1.00	NB
(PC12) Total PROJECT bid price (1-6)		\$75,179.50	\$75,227.50	NB
Add/Deduct for substitution of an equivalent NYSDOT approved warm mix asphalt pavement ( subject to approval)				
Binder per Ton		NA	\$0.00	NB
Extended Price		NA	\$0.00	NB
Top per Ton		Same price	\$0.00	NB
Extended Price		Same price	\$0.00	NB



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution authorizing Purchase Agreement with Dominion Voting on behalf of the Chemung County Board of Elections

---

**Resolution #:** 22-256  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

---

**Explain action needed or Position requested (justification):**

The funds for the purchase of ten (10) Dominion Voting Systems was approved during the annual budgeting process for 2022. The funds are currently available in the Board's budget. Seeking approval to place an order for the ten machines once the purchase of equipment is allowed in April. These are not grant funds. They are funds approved because the originally purchased machines (2008) are continuing to time out and are being pieced together from one another for parts. Therefore it is necessary to replace as many systems as possible annually.

Prior Resolution 21-393

---

**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">Dominion Quote.pdf</a>	<a href="#">Dominion Quote</a>	<a href="#">Cover Memo</a>	3/28/2022
<a href="#">Dominion Justification Letter.pdf</a>	<a href="#">Justification</a>	<a href="#">Cover Memo</a>	4/7/2022

**Chemung County, NY**

Prepared by:  
Gio Costantiello  
gio.costantiello@dominionvoting.com

**Q00007028**

Budgetary Quote

Product/Service	Description	Part Number	Qty	Unit Price	Extension
<b>In-Person Voting: Polling Location Hardware</b>					
ImageCast Evolution Kit (NY)		175-000058	10	\$10,900.00	\$109,000.00
Sub-Total					<b>\$109,000.00</b>
<b>Consumables/Parts</b>					
ICE/ICP2 iButton Technician Key - Yellow		171-000010	2	\$25.00	\$50.00
Sub-Total					<b>\$50.00</b>
<b>Purchase Sub-Total</b>					<b>\$109,050.00</b>
<b>Purchase Total</b>					<b>\$109,050.00</b>

**Terms and Conditions**

Contract Number: PC69385 Group Number: 22300 Award Number: 23198

Each ICE Kit includes: ICE tabulator and BMD, ICE plastic ballot box, ATI Kit, Report tape, 2 CF Memory Cards, 5 year firmware maintenance, 5 year hardware warranty.

**Signatures**

Customer Name (printed)	Title		Signature	Date (MM/DD/YYYY)

County of Chemung  
Board of Elections  
378 S. Main Street – PO Box 588  
Elmira, New York 14902-0588  
Phone 607-737-5475  
Fax 607-737-5499

Commissioners  
James E. Hare  
Sperry J. Navone

Deputy Commissioners  
Mary M. Collins  
Mickey H. Masker

April 6, 2022

**Justification for sole source purchase of Dominion Voting Systems:**

The Board of Elections uses Dominion Voting Systems for all elections. We cannot mix and match different voting systems. We are ordering these new systems as part of the replacement and updating process. Most of our current machines are over ten years old and are out of warranty.

It is more cost effective to gradually replace these machines with new ones that come with warranties. It will also decrease the likelihood of emergency breakdowns.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution re-creating full-time Principal Clerk position on behalf of the Chemung County Department of Youth and Recreational Services

**Resolution #:** 22-257  
**Slip Type:** PERSONNEL  
**SEQRA status**  
**State Mandated** False

### Explain action needed or Position requested (justification):

Please consider this correspondence as the Chemung County Youth Bureau respectfully requests permission to recreate one full time Principal Clerk position due to the promotion of the previous Principal Clerk (J.V.) at the Chemung County Youth Bureau.

This position will be a full time, 35 hours per week; Grade 7 position. This position will maintain an 18.9% local share for salary and fringe benefits. There are currently funds in the Youth Bureau budget for this position.

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">Principal Clerk Memo 2022.pdf</a>	<a href="#">Principal Clerk - Memo</a>	<a href="#">Cover Memo</a>	3/28/2022



Chemung County  
Youth Bureau & Recreational Services

David Ellis  
Executive Director

599 Harris Hill Road • Elmira, NY 14903 • 607-737-2907 • Fax: 607-737-0435

ChemungYouth.com

**MEMO**

**To:** Christopher J. Moss, County Executive / David Sheen, Deputy County Executive / Jocelyn Bermingham, Human Resources Director/ Brian Hart, Commissioner of Human Services / Steve Hoover, Budget Director / County Legislature

**From:** David Ellis  
Executive Director, Youth Bureau and Recreational Services

**Date:** March 17, 2022

**Re:** Request Permission to recreate one full time Principal Clerk position.

Please consider this correspondence as the Chemung County Youth Bureau respectfully requests permission to recreate one full time Principal Clerk position due to the promotion of the previous Principal Clerk (J.V.) at the Chemung County Youth Bureau.

This position will be a full time, 35 hours per week; Grade 7 position. **This position will maintain an 18.9% local share for salary and fringe benefits.** There are currently funds in the Youth Bureau budget for this position.

If you should require any additional information or have any questions, please feel free to contact me at your earliest convenience. Thank you in advance for your consideration of this request.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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Resolution re-creating Deputy Sheriff Lieutenant position on behalf of the Chemung County Sheriff

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**Resolution #:** 22-258  
**Slip Type:** PERSONNEL  
**SEQRA status**  
**State Mandated** False

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**Explain action needed or Position requested (justification):**

Re-create (1) Full-Time Deputy Sheriff Lieutenant position due to the voluntary relinquishment of rank by P.P.

---

ATTACHMENTS:

File Name	Description	Type	Upload Date
No Attachments Available			





CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution re-creating Deputy Sheriff Sergeant position on behalf of the Chemung County Sheriff

Resolution #: 22-259  
Slip Type: PERSONNEL  
SEQRA status  
State Mandated False

Explain action needed or Position requested (justification):  
Re-creation one (1) Full-Time Deputy Sheriff Sergeant position due to promotion of MS.

ATTACHMENTS:

File Name	Description	Type	Upload Date
No Attachments Available			



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution re-creating Deputy Sheriff position on behalf of the Chemung County Sheriff

---

**Resolution #:** 22-260  
**Slip Type:** PERSONNEL  
**SEQRA status**  
**State Mandated** False

---

**Explain action needed or Position requested (justification):**

Re-create a Deputy Sheriff position for the Chemung County Sheriff's Office due to the resignation Z.H.

---

ATTACHMENTS:

File Name	Description	Type	Upload Date
No Attachments Available			



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution re-creating Garage Mechanic position on behalf of the Elmira Corning Regional Airport

**Resolution #:** 22-261  
**Slip Type:** PERSONNEL  
**SEQRA status**  
**State Mandated** False

**Explain action needed or Position requested (justification):**

The Director of Aviation, on behalf of the Elmira Corning Regional Airport is requesting authorization to backfill a Garage Mechanic position due to the the promotion of the current one to an Airport Maintenance Worker III.

**ATTACHMENTS:**

File Name	Description	Type	Upload Date
No Attachments Available			



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution re-creating Executive Assistant District Attorney position on behalf of the Chemung County District Attorney

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**Resolution #:** 22-262  
**Slip Type:** PERSONNEL  
**SEQRA status**  
**State Mandated** False

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**Explain action needed or Position requested (justification):**

Request resolution authorizing the recreation of an Executive Assistant District Attorney on behalf of the Chemung County District Attorney's Office, due to the transfer of the Chief Assistant District Attorney which was vacated by resignation.

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**ATTACHMENTS:**

File Name	Description	Type	Upload Date
No Attachments Available			



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution re-creating Assistant Public Advocate position on behalf of the Chemung County Public Advocate

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**Resolution #:** 22-263  
**Slip Type:** PERSONNEL  
**SEQRA status**  
**State Mandated** False

---

**Explain action needed or Position requested (justification):**

Requesting authorization to recreate an Assistant Public Advocate position on behalf of the Public Advocate due to the resignation of MG.

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ATTACHMENTS:

File Name	Description	Type	Upload Date
No Attachments Available			



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution re-creating IT Specialist I position on behalf of the Chemung County Department of Information Technology

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**Resolution #:** 22-264  
**Slip Type:** PERSONNEL  
**SEQRA status**  
**State Mandated** False

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**Explain action needed or Position requested (justification):**

Request resolution authorizing the recreation of an IT Specialist I position on behalf of the Chemung County Information Technology Department due to the transfer of an IT Specialist I employee to another department due to a promotion.

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**ATTACHMENTS:**

File Name	Description	Type	Upload Date
No Attachments Available			



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

---

Resolution re-creating Aging Services Assistant position on behalf of the Chemung County Department of Aging and Long Term Care

---

**Resolution #:** 22-265  
**Slip Type:** PERSONNEL  
**SEQRA status**  
**State Mandated** False

---

**Explain action needed or Position requested (justification):**

Requesting permission to re-create one (1) Aging Services Assistant Position (SB). See attached

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ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">Aging Services Assistant Rationale.pdf</a>	<a href="#">Aging Services Assistant Rationale</a>	<a href="#">Cover Memo</a>	3/28/2022

**Aging Services Assistant Rationale**  
**Department of Aging and Long Term Care**

The person in this job is responsible for the following duties:

- Performs a variety of tasks in support of programs and services for older persons
- Works directly with older persons or their delegates to help meet needs
- In response to needs, refers individual older persons to the appropriate community agency offering assistance in the specific service area needed
- Makes home visits in response to individual older persons and initiates mechanisms for meeting their needs
- Distributes and relates information about resources and services available through the Department of Aging and Long Term Care and community agencies in general
- Assists individual older persons in application for assistance from various community agencies offering human services
- Assists in the formulation of group activities geared to satisfy the recreational and social needs of the elderly
- Provides transportation for individual older persons when needed
- Attends meetings and speaks to groups in an informal setting concerning the problems of older persons and the role of the Department of Aging and Long Term Care.
- Miscellaneous other duties as assigned

The individual in this title must possess thorough knowledge of geographic area served by the Department of Aging and Long Term Care and its social conditions; thorough knowledge of programs and services through the Department of Aging and Long Term Care and other service procedures; thorough knowledge of the characteristics, needs and interests of older adults; ability to communicate with older persons who may have physical or language difficulties; ability to relate to or motivate older people, empathy in handling sensitive human problems; ability to communicate clearly and effectively both verbally and in writing; tact, courtesy and integrity; good physical condition.





## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution re-creating positions as contained in the Staffing Plan for the Chemung County Department of Social Services

**Resolution #:** 22-266  
**Slip Type:** PERSONNEL  
**SEQRA status**  
**State Mandated** False

**Explain action needed or Position requested (justification):**

one (1) caseworker position (KC), CSEA Grade 12, \$23.28 per hour, 67% reimbursement, due to resignation

one (1) social welfare examiner trainee (AH), CSEA Grade 8, \$16.82 per hour, 75% reimbursement, due to resignation

one (1) Clerk position (NC), CSEA Grade 3, \$14.39 per hour, 75% reimbursement, due to promotion

**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">Caseworker_rationale.pdf</a>	<a href="#">Caseworker Rationale</a>	<a href="#">Cover Memo</a>	4/6/2022
<a href="#">SWET_Rationale_(TA_2021)_ (1).pdf</a>	<a href="#">SWET Rational</a>	<a href="#">Cover Memo</a>	4/14/2022
<a href="#">Clerk_Rationale_(TA_7_2014).pdf</a>	<a href="#">Clerk Rationale</a>	<a href="#">Cover Memo</a>	4/14/2022

## CASEWORKER

This vacancy is in the Children and Family Services/Child Protective Services Team that is responsible for tasks, including but not limited to:

- Investigation of “hotline” reports alleged child abuse and neglect.
- Providing ongoing case management services for open cases.
- Referring and networking with community agencies to provide services to families. Some agencies include school districts, law enforcement, pediatricians, drug/alcohol services, counseling services and Family Court.
- Documentation of all casework activities.
- Correspondence including letters to service providers, affidavits for court proceedings, reports, referral packets, etc.
- Face to face contacts/interviews with clients.
- On call responsibilities.
- Local and state mandated paperwork requirements.
- Formulating service plans, including the identification of strengths and needs.
- Continual risk/safety assessment.
- Coaching/counseling for families.

This position requires a great deal of flexibility, strong oral and written communication skills, critical thinking skills, independent decision-making, problem-solving skills, the ability to engage families, conduct thorough assessments and to identify potential safety and risk factors for families.

Caseworkers in these positions receive between 3-5 new cases per week and are also responsible for investigations of subsequent reports on open investigations. They draft affidavits for Family Court for Abuse/Neglect petitions and are called upon for testimony. As we are mandated to provide 24/7, 365 days per year coverage for alleged reports of child abuse and neglect, workers are also required to provide on call coverage for Chemung County.

## **SOCIAL WELFARE EXAMINER TRAINEE**

2/24/2021

This position would be assigned to a Temporary Assistance Division, which is responsible for tasks, including but not limited to:

- I. Determining and Re-determining eligibility for public programs, such as Public Assistance, SNAP (Food Stamps), Medicaid, HEAP and Employment.
- II. This entails, but is not limited to:
  - Initial face-to-face interview appointments (a.k.a.: Certifications)
  - Gathering and processing data necessary to make eligibility determinations
  - Re-certifications of eligibility
  - Meeting emergency needs (such as Eviction, Utility Shut-offs, etc.)
  - Meeting the day-to-day needs of the families on the caseloads (a.k.a.: Undercare)
  - Documentation of all casework activities
  - Correspondence including letters to service providers and clients
  - Local and state mandated paperwork requirements
  - Referring and networking with other agency divisions and community agencies to provide needed services to families
  - Timely assignment to work activities to ensure Federal and State participation rates are met and those clients are moved toward self-sufficiency.
  - Assist in meeting deadlines/compliance with state regulations for provision of service.
  - Reduce the error rate for cases.
  - Ensure more timely services to children and families in our community.
  - Timely case closings reduce fiscal impact.
  - Accurate and timely eligibility determination and under care services, including referrals for support services, results in a reduced recidivism rate.

This position requires a great deal of flexibility, strong oral and written communication skills, and problem-solving skills. The current caseload size per examiner ranges between 100 and 1,100 cases, this is dependent on the program area.

## TEMPORARY ASSISTANCE CLERK DUTIES

7/2/14

This position would be assigned to the Temporary Assistance Division, which is responsible for tasks, including but not limited to:

- Sorts, picks up, delivers and scans incoming and outgoing mail to all Departments within the agency, including TAExaminers via WMS, Compass and Workflow computer systems. Researches unidentified mail to determine where to direct it.
- Researches returned mail and directs to appropriate worker or closes the case if appropriate.
- General clerical duties of TA Unit including providing backup for other clerical staff.

This position performs tasks that assist the examiners in having the information necessary to make eligibility determinations. The clerk must be aware of agency/state policies, regulations and procedures as they relate to the various applications and programs in the TA Division. Daily incoming mail is sorted to the appropriate worker or action is taken by the clerk thus reducing the examiner workload.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution re-creating positions as contained in the Staffing Plan for the Chemung County Nursing Facility

**Resolution #:** 22-267  
**Slip Type:** PERSONNEL  
**SEQRA status**  
**State Mandated** False

### Explain action needed or Position requested (justification):

The Nursing Facility is requesting the following positions are re-created in accordance with the staffing plan for the Nursing Facility:

(1) Coordinator of Training and Development, Full-Time, Single Rate Grade 8, \$66,674 - \$103,473.61, 90% reimbursement, due to retirement

This position is vitally important to the facility as they facilitate training and education for all of nursing staff in the facility to ensure adequate training. The position also provides additional support to Nursing Services.

Vacancy date: 5/19/22  
Prior resolution #18-427

fifteen (15) full-time Certified Nurse Aide Positions, CSEA Grade 4A, \$15.15 - \$19.40 per hour, 90% reimbursed, due to resignations

(1) Maintenance Worker, CSEA Schedule A, Grade 6, \$18.00 - \$29.97/ hr, 90% reimbursement, due to resignation

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">Copy of Personnel Req APR 22 - 1 Coord TD.pdf</a>	<a href="#">Personnel Requisition Coordinator T &amp; D</a>	<a href="#">Cover Memo</a>	4/6/2022
<a href="#">Copy of Personnel Req MAR 22 - 15 CNAs.pdf</a>	<a href="#">Personnel Requisition - CNA's</a>	<a href="#">Cover Memo</a>	4/14/2022
<a href="#">Copy of Personnel Req MAR 22 - 1 maintenance worker.pdf</a>	<a href="#">Personnel Requisition - Maintenance Worker</a>	<a href="#">Cover Memo</a>	4/14/2022

## ATTACHMENT-PERSONNEL REQUISITION ROUTE SLIP

DEPARTMENT: Nursing Facility

1. Position Title: (1) Coordinator of Training & Development FT x PT      Prior Res       
 Action Requested: Creation      Re-Creation x Other       
 Salary/Grade: SR Grade 8 Wage Range \$66,674.46 - \$103,473.61 Civil Service Ap       
 Budget Account: 50-6017-6018-50100 Funds Available: Y x N  
 Reimbursement: Federal 50 % State 40 % Local 10 % Salary/Fringes Cov       
 Vacancy Due To: Resignation      Retirement x Promotion      Other       
 Attachments: Y      N x

2. Position Title: \_\_\_\_\_ FT \_\_\_\_\_ PT \_\_\_\_\_ Prior Res \_\_\_\_\_  
 Action Requested: Creation \_\_\_\_\_ Re-Creation \_\_\_\_\_ Other \_\_\_\_\_  
 Salary/Grade: \_\_\_\_\_ Wage Range \_\_\_\_\_ Civil Service Ap \_\_\_\_\_  
 Budget Account: \_\_\_\_\_ Funds Available: Y \_\_\_ N \_\_\_  
 Reimbursement: Federal 50 % State 40 % Local 10 % Salary/Fringes Cov \_\_\_\_\_  
 Vacancy Due To: Resignation \_\_\_\_\_ Retirement \_\_\_\_\_ Promotion \_\_\_\_\_ Other \_\_\_\_\_  
 Attachments: Y \_\_\_\_\_ N \_\_\_\_\_

3 Position Title: \_\_\_\_\_ FT \_\_\_\_\_ PT \_\_\_\_\_ Prior Res \_\_\_\_\_  
 Action Requested: Creation \_\_\_\_\_ Re-Creation \_\_\_\_\_ Other \_\_\_\_\_  
 Salary/Grade: \_\_\_\_\_ Wage Range \_\_\_\_\_ Civil Service Ap \_\_\_\_\_  
 Budget Account: \_\_\_\_\_ Funds Available: Y \_\_\_ N \_\_\_  
 Reimbursement: Federal 50 % State 40 % Local 10 % Salary/Fringes Cov \_\_\_\_\_  
 Vacancy Due To: Resignation \_\_\_\_\_ Retirement \_\_\_\_\_ Promotion \_\_\_\_\_ Other \_\_\_\_\_  
 Attachments: Y \_\_\_\_\_ N \_\_\_\_\_

DATE: 4/5/22

olution 18-427

proval: Y    N x

ered: Y x N   

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proval: Y    N   

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proval: Y    N   

ered: Y    N

## ATTACHMENT-PERSONNEL REQUISITION ROUTE SLIP

DEPARTMENT: Nursing Facility DATE: 4/4

1. Position Title: (15) Certified Nursing Aides FT x PT      Prior Resolution 22-13  
 Action Requested: Creation      Re-Creation x Other       
 Salary/Grade: CSEA Grade 4A Wage Range \$15.15-\$19.40/hr Civil Service Approval: Y       
 Budget Account: 50-6017-6020-50100 Funds Available: Y x N       
 Reimbursement: Federal 50 % State 40 % Local 10 % Salary/Fringes Covered: Y x  
 Vacancy Due To: Resignation x Retirement      Promotion      Other       
 Attachments: Y      N x

2. Position Title: \_\_\_\_\_ FT \_\_\_\_\_ PT \_\_\_\_\_ Prior Resolution \_\_\_\_\_

Action Requested: Creation \_\_\_\_\_ Re-Creation \_\_\_\_\_ Other \_\_\_\_\_

Salary/Grade: \_\_\_\_\_ Wage Range \_\_\_\_\_ Civil Service Approval: Y \_\_\_\_\_

Budget Account: \_\_\_\_\_ Funds Available: Y \_\_\_\_\_ N \_\_\_\_\_

Reimbursement: Federal 50 % State 40 % Local 10 % Salary/Fringes Covered: Y \_\_\_\_\_

Vacancy Due To: Resignation \_\_\_\_\_ Retirement \_\_\_\_\_ Promotion \_\_\_\_\_ Other \_\_\_\_\_

Attachments: Y \_\_\_\_\_ N \_\_\_\_\_

3 Position Title: \_\_\_\_\_ FT \_\_\_\_\_ PT \_\_\_\_\_ Prior Resolution \_\_\_\_\_  
 Action Requested: Creation \_\_\_\_\_ Re-Creation \_\_\_\_\_ Other \_\_\_\_\_  
 Salary/Grade: \_\_\_\_\_ Wage Range \_\_\_\_\_ Civil Service Approval: Y \_\_\_\_\_  
 Budget Account: \_\_\_\_\_ Funds Available: Y \_\_\_\_\_ N \_\_\_\_\_  
 Reimbursement: Federal 50 % State 40 % Local 10 % Salary/Fringes Covered: Y \_\_\_\_\_  
 Vacancy Due To: Resignation \_\_\_\_\_ Retirement \_\_\_\_\_ Promotion \_\_\_\_\_ Other \_\_\_\_\_  
 Attachments: Y \_\_\_\_\_ N \_\_\_\_\_



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## ATTACHMENT-PERSONNEL REQUISITION ROUTE SLIP

DEPARTMENT: Nursing Facility

DATE: 3/23

1. Position Title: Maintenance Worker FT x PT      Prior Resolution 21-09  
 Action Requested: Creation      Re-Creation x Other       
 Salary/Grade: CSEA Grade 6 Wage Range \$18.00-\$29.97/hr Civil Service Approval: Y       
 Budget Account: 50-6017-8220-50100 Funds Available: Y x N       
 Reimbursement: Federal 50 % State 40 % Local 10 % Salary/Fringes Covered: Y x  
 Vacancy Due To: Resignation x Retirement      Promotion      Other       
 Attachments: Y      N x

2. Position Title: \_\_\_\_\_ FT \_\_\_\_\_ PT \_\_\_\_\_ Prior Resolution \_\_\_\_\_
- Action Requested: Creation \_\_\_\_\_ Re-Creation \_\_\_\_\_ Other \_\_\_\_\_
- Salary/Grade: \_\_\_\_\_ Wage Range \_\_\_\_\_ Civil Service Approval: Y \_\_\_\_\_
- Budget Account: \_\_\_\_\_ Funds Available: Y \_\_\_\_\_ N \_\_\_\_\_
- Reimbursement: Federal 50 % State 40 % Local 10 % Salary/Fringes Covered: Y \_\_\_\_\_
- Vacancy Due To: Resignation \_\_\_\_\_ Retirement \_\_\_\_\_ Promotion \_\_\_\_\_ Other \_\_\_\_\_
- Attachments: Y \_\_\_\_\_ N \_\_\_\_\_

- 3 Position Title: \_\_\_\_\_ FT \_\_\_\_\_ PT \_\_\_\_\_ Prior Resolution \_\_\_\_\_  
 Action Requested: Creation \_\_\_\_\_ Re-Creation \_\_\_\_\_ Other \_\_\_\_\_  
 Salary/Grade: \_\_\_\_\_ Wage Range \_\_\_\_\_ Civil Service Approval: Y \_\_\_\_\_  
 Budget Account: \_\_\_\_\_ Funds Available: Y \_\_\_\_\_ N \_\_\_\_\_  
 Reimbursement: Federal 50 % State 40 % Local 10 % Salary/Fringes Covered: Y \_\_\_\_\_  
 Vacancy Due To: Resignation \_\_\_\_\_ Retirement \_\_\_\_\_ Promotion \_\_\_\_\_ Other \_\_\_\_\_  
 Attachments: Y \_\_\_\_\_ N \_\_\_\_\_

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## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution creating Deputy Director position on behalf of the Chemung County Sewer Districts

**Resolution #:** 22-268  
**Slip Type:** PERSONNEL  
**SEQRA status**  
**State Mandated** False

### Explain action needed or Position requested (justification):

This agenda item respectfully requests the approval to create a Deputy Director-Sewer District position within the Chemung County Sewer Districts. We will be abolishing the vacant Senior Wastewater Engineer (AR) position within the Sewer Districts and the Deputy Director will replace this title. This position will assist the Executive Director with coordinating tasks, managing employees, and overseeing construction and operation of the treatment facilities and collection systems. We will be promoting the current Sewage Treatment Plant Maintenance Crew Leader (RJ) and will not be immediately backfilling that position. We will determine in 2023 if that position is needed and will recreate it if necessary. Classification of Deputy Director - Sewer District job specification is on the April 5th Civil Service Commission meeting agenda.

### ATTACHMENTS:

File Name	Description	Type	Upload Date
No Attachments Available			



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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Resolution creating full-time Assistant Public Advocate position on behalf of the Chemung County Public Advocate

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**Resolution #:** 22-269  
**Slip Type:** PERSONNEL  
**SEQRA status**  
**State Mandated** False

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**Explain action needed or Position requested (justification):**

In order to meet the state's caseload standards for public defense offices, an additional full-time attorney is needed in the Public Advocate's Office to take on a criminal caseload. NYS Office of Indigent Legal Services is providing the grant money for reimbursement of salary/fringe costs and other costs associated with the position. A budget adjustment request is also being submitted.

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**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">letter (FT Assistant Public Advocate).pdf</a>	<a href="#">Letter</a>	<a href="#">Cover Memo</a>	3/28/2022

# CHEMUNG COUNTY PUBLIC ADVOCATE'S OFFICE

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JOHN P. BRENNAN, ESQ.  
Public Advocate

MARY K. GANTERT, ESQ.  
STEPHEN C. GOBLE, ESQ.  
SARA A. MORTON, ESQ.  
Assistant Public Advocates

J. MICHAEL DUNHAM  
Investigator

February 2, 2022

Hon. Christopher Moss  
Chemung County Executive  
203 Lake Street  
PO Box 588  
Elmira, NY 14902-0588

RE: Public Advocate's Office caseloads

Dear County Executive Moss:

I am writing concerning my office's compliance with caseload standards promulgated by the state Office of Indigent Legal Services ("ILS"). Over the last four years, the Public Advocate has been assigned to an annual average of: 43.25 Violent felonies; 91.75 Other felonies; 348.5 misdemeanors/violations; and 35.5 post-disposition. According to the attached ILS caseload standards, such a caseload should be supported by 3.13 full-time equivalent attorneys. Our current staffing only provides approximately 1.7 full-time equivalent attorneys devoted to criminal work. ILS has offered grant money to hire additional staff to allow us to meet the caseload standards. Funding for a full-time Assistant Public Advocate is available through the ILS Statewide Expansion of *Hurrell-Harring* grant (Chemung County Res. 19-563).

The grant money will reimburse the county for salary, fringe, and all other expenses related to the position.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



John P. Brennan, Esq.  
jbrennan@chemungcountyny.gov

Enclosure

324 East Market Street, Suite 1, Elmira, New York 14901  
Phone (607) 737-5577; Fax (607) 737-2955

Our criminal case categories are seven in number, and appear below with their respective maximum number of new case assignments per year, and minimum number of hours per case, on average:

<b>Case Type</b>	<b>Maximum Annual Assignments</b>	<b>Minimum Average Hours</b>
Violent Felonies <sup>45</sup>	50	37.5
Non-Violent Felonies	100	18.8
Misdemeanors and Violations	300	6.3
Post-Disposition (including Probation Revocation)	200	9.4
Parole Revocation	200	9.4
Appeals of Verdicts	12	156.3
Appeals of Guilty Pleas	35	53.6

These caseload standards assume that there is a total of 1,875 working hours per attorney per year. For institutional defenders, these standards shall apply as an average per staff attorney within the office, so that the leader of the office may assign individual attorneys to greater or fewer numbers of cases in order to promote the most effective representation of clients.

For assigned counsel programs, these standards state that the *average* number of hours per case may not go below specified minimum levels; recognizing that that individual cases may take more or less time. In other words, assigned private counsel are expected to devote, on average, at least the minimum number of hours set forth by these standards per case.

In developing these standards, we have carefully examined the resources that will be necessary to assure their effectiveness. This examination has included a careful review of caseloads, the types of cases attorneys handle, the qualifications and experience of attorneys, local conditions such as distances between courts and other institutions, necessary staffing, supervision, office

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<sup>45</sup> “Violent felonies” are defined as: any violent felony as defined in Penal Law § 70.02 and any class A felony except those defined in Article 220 of the Penal Law (Class A “drug” felonies).

We include non-drug class A felonies because they constitute some of the most serious offenses which can result in life imprisonment (P.L. § 70.00(2)(a)), require incarceration after sentence (P.L. § 60.05), have pre-indictment plea bargaining limitations (Crim. Proc. L. §§ 180.50; 180.70), limit post-indictment plea agreements to no lower than a C violent felony (C.P.L. § 220.10(5)(d)(i)), and any “attempt” is classified - at a minimum - as a B violent felony (P.L. §§ 110.05; 70.02). We exclude class A drug felonies because recent changes to the sentencing laws pursuant to the 2009 Rockefeller Drug Reform created sentencing structures more akin to non-violent felonies in most cases (see P.L. § 70.71). This is also consistent with the New York State Division of Criminal Justice Services (DCJS) definition of “Violent felony.” See DCJS, *New York State Violent Felony Processing, 2015 Annual Report* (2016) at 1, available at <http://www.criminaljustice.ny.gov/crimnet/ojsa/nys-violent-felony-of-fense-processing-2015.pdf> (A list of the included offenses can be found in Appendix A of the DCJS report).



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution creating Maintenance Worker III position on behalf of the Chemung County Sewer Districts

**Resolution #:** 22-270  
**Slip Type:** PERSONNEL  
**SEQRA status**  
**State Mandated** False

### Explain action needed or Position requested (justification):

This agenda item respectfully requests the approval to create a Maintenance Worker III position within the Chemung County Sewer Districts. After the upcoming consolidation of the 2 treatment plants, an additional maintenance staff foreman/foreperson will be necessary to oversee the maintenance workers at the combined facility. Prior to consolidation this individual would oversee maintenance workers at both the Lake Street and Milton Street plants and be the primary supervisor while the Maintenance Crew Leader is in meetings or on the construction sites. This position will assist in planning, scheduling projects, and ordering parts. The employee will also be responsible for data entry and regular upkeep of information in Computerized Maintenance Management System (CMMS). This opening will be filled provisionally, pending test results, by promotion of a Maintenance Worker II (S.G.). The job specifications were approved by the Civil Service Commission on 12/7/2021.

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">Maintenance_Worker_III.pdf</a>	<a href="#">Maintenance Worker III</a>	<a href="#">Cover Memo</a>	3/24/2022



## **MAINTENANCE WORKER III**

**Department:** Sewer District  
**Classification:** Competitive  
**Adopted:** 12/7/2021  
**By:** Regional Civil Service Commission

**DISTINGUISHING FEATURES OF THE CLASS:** This is skilled work involving responsibility for independently performing a variety of mechanical and other maintenance tasks or for serving as a helper to a journeyman tradesman. Performs a variety of skilled repair and maintenance tasks. In addition, the work may involve the part-time operation of a truck, automobile or other automotive equipment. General instructions are received and work is performed under immediate or general supervision, depending upon the nature of the task. Incumbents in this class will be assigned to Lead Maintenance when the Maintenance Supervisor is off site or in meetings. May be asked to make decisions on purchasing parts and equipment. Must be able to weld and have a working knowledge of electricity and be capable of keeping electrical equipment in good operating condition. must be able to come in on overtime when needed. Does related work as required.

**TYPICAL WORK ACTIVITIES:** (The following work activities are listed as examples only and in no event shall an employee be limited to only those examples listed here.)

- Performs skilled activities in masonry, carpentry, electrical, welding or painting operations and general construction work;
- Installs and repairs wiring systems and electric fixtures and equipment;
- Repairs windows, doors, floors, walls and other parts of buildings;
- Plasters and paints walls, partitions and ceilings;
- Installs and repairs general plumbing equipment, such as sinks, toilets and baths;
- Cleans and repairs pumps, heaters, pipe lines, valves and traps;
- Mixes plaster and concrete and assists in laying brick, plastering walls, finishing concrete work, etc.;
- Operates trucks, automobiles, air compressors, heavy equipment, loaders, backhoes and other motorized equipment;
- Takes part in general grounds maintenance activities;
- Performs manual labor, such as loading trucks, digging ditches, flushing sewers, cleaning culverts, shoveling snow and road maintenance work;
- Services as general handyman performing a variety of semi-skilled duties;
- Assists in the operations of the wastewater treatment plant;
- Expected to routinely lead Maintenance work at the Lake St Facility as well as Milton St. Plant and assign Maintenance projects to staff without significant direction by Supervisors;
- Supervises maintenance crews and works with staff on maintenance projects;
- Manages staff for routine record keeping of completed tasks including data entry and regular upkeep of information in Computerized Maintenance Management System (CMMS).

### **FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL**

**CHARACTERISTICS:** Good knowledge of modern buildings and grounds and general construction maintenance and repair practices; good knowledge of the practices and techniques of one or more of the standard trades; good knowledge of welding different types of materials; good knowledge of electrical repair; knowledge of the SCADA System and how to understand facility operations issues or troubleshoot complex equipment/process problems using the SCADA System and interface touch screens; knowledge of the UV System; ability to manage maintenance staff and assist in staffing and schedule planning. mechanical aptitude; ability to follow oral and written instructions; willingness to

work under all weather conditions; willingness to respond to emergencies; industry; dependability; manual dexterity; physical condition commensurate with the demands of the position.

**MINIMUM QUALIFICATIONS:** Four (4) years of experience in skilled mechanical and other maintenance tasks at a wastewater treatment facility.

**SPECIAL REQUIREMENT:** Must possess a valid CDL Driver's license and maintain said license throughout employment.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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Resolution calling for a public hearing relative to the proposed 2022 Chemung County Legislative Redistricting Plan

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**Resolution #:** 22-271  
**Slip Type:** OTHER  
**SEQRA status**  
**State Mandated** False

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**Explain action needed or Position requested (justification):**

Public hearing to be held June 6, 2022 at 6:50 p.m.

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**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">NOTICE OF PUBLIC HEARING - Proposed Legislative District Maps.pdf</a>	<a href="#">Notice of Public Hearing</a>	<a href="#">Cover Memo</a>	4/19/2022

## NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that a public hearing will be held by the Chemung County Legislature on Monday, June 6, 2022 at 6:50 p.m. in the Chambers of the Chemung County Legislature located at 203 Lake Street, Elmira, New York to hear any and all comment regarding the proposed Chemung County Legislative Redistricting maps (as required by Chemung County Charter, Article II, Section 201.6). Maps of the proposed modifications to the Legislative Districts may be examined on the Chemung County Legislatures's home page on the Chemung County website at [www.chemungcountyny.gov](http://www.chemungcountyny.gov) or by contacting the Clerk of the Legislature at 607-737-2850 or at [ckalweit@chemungcountyny.gov](mailto:ckalweit@chemungcountyny.gov) and a copy will be provided. All parties in interest and citizens will be heard by the Chemung County Legislature at the public hearing, with any submitted written comment distributed to the Legislature.

DATED: May 30, 2022  
Elmira, New York

BY ORDER OF THE COUNTY  
LEGISLATURE OF THE  
COUNTY OF CHEMUNG, NEW YORK

Cynthia G. Kalweit, Clerk, Chemung County Legislature

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Please publish one time only on May 30, 2022 in the Elmira Star-Gazette (customer #414400, BGM-414400) Mail bill and affidavit of publication to:

Cynthia Kalweit, Clerk  
Chemung County Legislature  
P.O. Box 588  
Elmira, NY 14902-0588  
607-737-2850, email: [ckalweit@chemungcountyny.gov](mailto:ckalweit@chemungcountyny.gov)



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution calling for a public hearing for the purpose of considering the increased cost of proposed improvements for the Chemung County Elmira Sewer District and Chemung County Sewer District No. 1 (Wastewater Treatment Plant Consolidation Project)

**Resolution #:** 22-272  
**Slip Type:** OTHER  
**SEQRA status**  
**State Mandated** False

**Explain action needed or Position requested (justification):**

Public hearing to be held on June 6th at 6:50 p.m. Project budget increase from \$160,000,000.00 to \$235,000,00.00.

**ATTACHMENTS:**

File Name	Description	Type	Upload Date
<a href="#">CHEMUNG COUNTY (2-506) OCPH ELMIRA SEWER DIST (Consolidation Project) 4148-9098-0662 1.pdf</a>	<a href="#">Chemung County OCPH Elmira Sewer District Project</a>	<a href="#">Cover Memo</a>	4/12/2022
<a href="#">CHEMUNG COUNTY (2-506) OCPH SEWER DIST NO 1 (Consolidation Project) 4124-4072-0694 1.pdf</a>	<a href="#">Chemung County (2-506) OCPH Sewer District Consolidation Project</a>	<a href="#">Cover Memo</a>	4/12/2022
<a href="#">Notice of Public Hearing - WWTP Consolidation Project - increase in cost.pdf</a>	<a href="#">Notice of Public Hearing</a>	<a href="#">Cover Memo</a>	4/19/2022



Orrick, Herrington & Sutcliffe LLP  
51 West 52nd Street  
New York, NY 10019-6142

+1 212 506 5000

orrick.com

April 6, 2022

**VIA E-MAIL (jfurman@co.chemung.ny.us)**

Ms. Jennifer Furman  
County Treasurer  
County of Chemung  
320 East Market Street  
Elmira, NY 14901

Thomas E. Myers

**E** tmyers@orrick.com

**D** +1 212 506 5212

**F** +1 212 506 5151

Re: County of Chemung, New York  
Elmira Sewer District – Consolidation Project-Increased Cost  
Orrick File: 42345-2-506

Dear Jennifer:

In accordance with the information provided to us, we have enclosed herewith a draft form of the resolution calling for the hearing in relation to the above matter.

Please note the need to insert the new cost to the District and the typical property owner.

Please see that the Notice of hearing is published 10 but no more than 20 days prior to the hearing date.

In due course, please furnish us with the following:

- (a) An originally certified of the enclosed resolution.
- (b) An original printer's affidavit of publication of the notice of the hearing.

With best wishes,

Very truly yours,

*Tom*

Thomas E. Myers

/es

Enclosure

cc: Ms. Cindy Kalweit (ckalweit@chemungcountyny.gov)  
Ms. Hannah Rockwell (Hannah.Rockwell@arcadis.com)  
Ms. Alexandra Rennie (abrennie@chemungcountyny.gov)  
Ms. Ann Overdorff (aloverdorff@chemungcountyny.gov)

At a regular meeting of the County Legislature of the County of Chemung, New York, held at the John H. Hazlett Office Building, in Elmira, New York, on the \_\_\_\_ day of April, 2022, at \_\_\_\_\_ o'clock P.M., Prevailing Time.

The meeting was called to order by Legislator \_\_\_\_\_, and upon roll being called, the following were:

PRESENT:

ABSENT:

The following resolution was offered by Legislator \_\_\_\_\_, who moved its adoption, seconded by Legislator \_\_\_\_\_, to-wit:

A RESOLUTION CALLING A PUBLIC HEARING FOR THE PURPOSE OF  
CONSIDERING THE INCREASED COST OF PROPOSED IMPROVEMENTS FOR THE  
ELMIRA SEWER DISTRICT.

WHEREAS, in 2021 the County approved an increase and improvement on behalf of the Elmira Sewer District, consisting of improvements to and expansion of the Milton Street Wastewater Treatment Plant and decommissioning of the Lake Street Wastewater Treatment Plant including a conveyance system, pump station and other improvements all in connection with a master consolidation plan for treatment of wastewater treatment system; and

WHEREAS, such improvements were approved at a total maximum estimated cost of \$160,000,000 of which \$90,694,596 was allocated to the District; and

WHEREAS, it is now necessary to increase the total maximum estimated cost of the improvements and the amount allocable to the District; and

WHEREAS, it is now desired to call a public hearing thereon; now therefore, BE IT

RESOLVED, by the County Legislature of the County of Chemung, New York, as follows:

Section 1. A meeting of the County Legislature, the County of Chemung, New York, to be held at the John H. Hazlett Office Building, in Elmira, New York, in said County, on the \_\_\_\_ day of May, 2022, at \_\_\_\_\_ o'clock P.M., prevailing time, for the purpose of conducting a Public Hearing upon the aforesaid matter. The Clerk of said County Legislature is hereby authorized and directed to cause a notice of such public hearing to be published and posted in the manner provided by law.

Section 2. The Clerk of the Legislature is hereby authorized and directed to cause a copy of the Notice of Public Hearing hereinafter provided to be published once in the official newspaper not less than ten, nor more than twenty days before the date designated for the hearing.

Section 3. The notice of public hearing shall be in substantially the following form:



## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the County Legislature of the County of Chemung, New York, will meet at the County Legislature, 5th Floor, Hazlett Building, 203 Lake Street, in Elmira, New York, on May \_\_, 2022, at \_\_\_\_\_ o'clock \_\_.M., Prevailing Time, for the purpose of conducting a public hearing in relation to the proposed increased cost of various improvements on behalf of the Elmira Sewer District, consisting of improvements to and expansion of the Milton Street Wastewater Treatment Plant and decommissioning of the Lake Street Wastewater Treatment Plant including a conveyance system, pump station and other improvements all in connection with a master consolidation plan for treatment of wastewater. The improvements were originally approved at a maximum estimated cost of \$160,000,000 (of which \$90,694,596 was allocated to the District). The new maximum estimated cost is \$235,000,000 (of which \$\_\_\_\_\_ was allocated to the District). The revised estimated annual cost to the typical property owner in the District as a result thereof is \$\_\_\_\_\_.

The proposed improvements have been determined to constitute a Type I Action for purposes of the State Environmental Quality Review Act for which the County has determined will not have a significant adverse environmental impact.

Dated: Elmira, New York,  
\_\_\_\_\_, 2022.

BY ORDER OF THE COUNTY  
LEGISLATURE OF THE  
COUNTY OF CHEMUNG, NEW YORK

---

Clerk, County Legislature

Section 4.      This resolution takes effect immediately.

RESOLUTION NO. 2022-\_\_\_\_\_ CARRIED BY THE FOLLOWING VOTE:

AYES:

NAYS:

EXCUSED:

This resolution was thereupon declared duly adopted.

\* \* \* \* \*

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF CHEMUNG        )

I, the undersigned Clerk of the County Legislature of the County of Chemung, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on the \_\_\_\_\_ day of April, 2022.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:

**PUBLICATION** (here insert newspaper(s) and date(s) of publication)

**POSTING** (here insert place(s) and date(s) of posting)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this \_\_\_\_\_ day of April, 2022.

(CORPORATE  
SEAL)

\_\_\_\_\_  
Clerk, County Legislature



Orrick, Herrington & Sutcliffe LLP  
51 West 52nd Street  
New York, NY 10019-6142

+1 212 506 5000

orrick.com

April 6, 2022

**VIA E-MAIL (jfurman@co.chemung.ny.us)**

Ms. Jennifer Furman  
County Treasurer  
County of Chemung  
320 East Market Street  
Elmira, NY 14901

Thomas E. Myers

**E** tmyers@orrick.com

**D** +1 212 506 5212

**F** +1 212 506 5151

Re: County of Chemung, New York  
Sewer District No. 1 – Consolidation Project-Increased Cost  
Orrick File: 42345-2-506

Dear Jennifer:

In accordance with the information provided to us, we have enclosed herewith a draft form of the resolution calling for the hearing in relation to the above matter.

Please note the need to insert the new cost to the District and the typical property owner.

Please see that the Notice of hearing is published 10 but no more than 20 days prior to the hearing date.

In due course, please furnish us with the following:

- (a) An originally certified of the enclosed resolution.
- (b) An original printer's affidavit of publication of the notice of the hearing.

With best wishes,

Very truly yours,

*Tom*

Thomas E. Myers

/es

Enclosure

cc: Ms. Cindy Kalweit (ckalweit@chemungcountyny.gov)  
Ms. Hannah Rockwell (Hannah.Rockwell@arcadis.com)  
Ms. Alexandra Rennie (abrennie@chemungcountyny.gov)  
Ms. Ann Overdorff (aloverdorff@chemungcountyny.gov)

At a regular meeting of the County Legislature of the County of Chemung, New York, held at the John H. Hazlett Office Building, in Elmira, New York, on the \_\_\_\_ day of April, 2022, at \_\_\_\_\_ o'clock P.M., Prevailing Time.

The meeting was called to order by Legislator \_\_\_\_\_, and upon roll being called, the following were:

PRESENT:

ABSENT:

The following resolution was offered by Legislator \_\_\_\_\_, who moved its adoption, seconded by Legislator \_\_\_\_\_, to-wit:

A RESOLUTION CALLING A PUBLIC HEARING FOR THE PURPOSE OF  
CONSIDERING THE INCREASED COST OF PROPOSED IMPROVEMENTS FOR  
SEWER DISTRICT NO. 1.

WHEREAS, in 2021 the County approved an increase and improvement on behalf of Sewer District No. 1, consisting of improvements to and expansion of the Milton Street Wastewater Treatment Plant and decommissioning of the Lake Street Wastewater Treatment Plant including a conveyance system, pump station and other improvements all in connection with a master consolidation plan for treatment of wastewater treatment system; and

WHEREAS, such improvements were approved at a total maximum estimated cost of \$160,000,000 of which \$69,305,404 was allocated to the District; and

WHEREAS, it is now necessary to increase the total maximum estimated cost of the improvements and the amount allocable to the District; and

WHEREAS, it is now desired to call a public hearing thereon; now therefore, BE IT

RESOLVED, by the County Legislature of the County of Chemung, New York, as follows:

Section 1. A meeting of the County Legislature, the County of Chemung, New York, to be held at the John H. Hazlett Office Building, in Elmira, New York, in said County, on the \_\_\_\_ day of May, 2022, at \_\_\_\_\_ o'clock P.M., prevailing time, for the purpose of conducting a Public Hearing upon the aforesaid matter. The Clerk of said County Legislature is hereby authorized and directed to cause a notice of such public hearing to be published and posted in the manner provided by law.

Section 2. The Clerk of the Legislature is hereby authorized and directed to cause a copy of the Notice of Public Hearing hereinafter provided to be published once in the official newspaper not less than ten, nor more than twenty days before the date designated for the hearing.

Section 3. The notice of public hearing shall be in substantially the following form:

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the County Legislature of the County of Chemung, New York, will meet at the County Legislature, 5th Floor, Hazlett Building, 203 Lake Street, in Elmira, New York, on May \_\_, 2022, at \_\_\_\_\_ o'clock \_\_.M., Prevailing Time, for the purpose of conducting a public hearing in relation to the proposed increased cost of various improvements on behalf of Sewer District No. 1, consisting of improvements to and expansion of the Milton Street Wastewater Treatment Plant and decommissioning of the Lake Street Wastewater Treatment Plant including a conveyance system, pump station and other improvements all in connection with a master consolidation plan for treatment of wastewater. The improvements were originally approved at a maximum estimated cost of \$160,000,000 (of which \$69,305,404 was allocated to the District). The new maximum estimated cost is \$235,000,000 (of which \$\_\_\_\_\_ is allocated to the District). The revised estimated annual cost to the typical property owner in the District as a result thereof is \$\_\_\_\_\_.

The proposed improvements have been determined to constitute a Type I Action for purposes of the State Environmental Quality Review Act for which the County has determined will not have a significant adverse environmental impact.

Dated: Elmira, New York,  
\_\_\_\_\_, 2022.

BY ORDER OF THE COUNTY  
LEGISLATURE OF THE  
COUNTY OF CHEMUNG, NEW YORK

---

Clerk, County Legislature

Section 4.      This resolution takes effect immediately.

RESOLUTION NO. 2022-\_\_\_\_\_ CARRIED BY THE FOLLOWING VOTE:

AYES:

NAYS:

EXCUSED:

This resolution was thereupon declared duly adopted.

\* \* \* \* \*



STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF CHEMUNG        )

I, the undersigned Clerk of the County Legislature of the County of Chemung, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on the \_\_\_\_\_ day of April, 2022.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:

**PUBLICATION** (here insert newspaper(s) and date(s) of publication)

**POSTING** (here insert place(s) and date(s) of posting)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this \_\_\_\_\_ day of April, 2022.

(CORPORATE  
SEAL)

\_\_\_\_\_  
Clerk, County Legislature

## **NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the County Legislature of the County of Chemung, New York, will meet at the County Legislature, 5th Floor, Hazlett Building, 203 Lake Street, in Elmira, New York, on June 6, 2022, at 6:55 o'clock P .M., Prevailing Time, for the purpose of conducting a public hearing in relation to the proposed increased cost of various improvements on behalf of the Chemung County Elmira Sewer District and the Chemung County Sewer District No. 1, consisting of improvements to and expansion of the Milton Street Wastewater Treatment Plant and decommissioning of the Lake Street Wastewater Treatment Plant including a conveyance system, pump station and other improvements all in connection with a master consolidation plan for treatment of wastewater. The improvements were originally approved at a maximum estimated cost of \$160,000,000 (of which \$90,694,596 was allocated to the Chemung County Elmira Sewer District and \$69,305,404 was allocated to the Chemung County Sewer District No. 1). The new maximum estimated cost is \$235,000,000 of which \$133,950,000 will be allocated to the Chemung County Elmira Sewer District and \$101,050,000 will be allocated to the Chemung County Sewer District No. 1. The revised estimated annual cost to the typical property owner in the Chemung County Elmira Sewer District as a result thereof is \$295.00. The revised estimated annual cost to the typical property owner in the Chemung County Sewer District No. 1 is \$295.00.

The proposed improvements have been determined to constitute a Type I Action for purposes of the State Environmental Quality Review Act for which the County has determined will not have a significant adverse environmental impact.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution adopting Introductory Local Law No. 2 for the Year 2022 in relation to the amendment of Local Law No. 4 of the Year 1973 entitled "A Local Law to provide for the establishment of a County Charter for the County of Chemung, State of New York" relating to the provisions of Article 4 of the Municipal Home Rule Law of the State of New York (filed with the Department of State of the State of New York as Local Law No. 3 of the Year 1973), amending Article IV, Section 401; Article XX, Section 2001; Article XXI, Section 2101; Article XXII, Section 2301, Article XXVII, Section 2704 (adding Section 2706)

**Resolution #:** 22-273  
**Slip Type:** OTHER  
**SEQRA status**  
**State Mandated** False

**Explain action needed or Position requested (justification):**

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">Maggs MEMORANDUM re Local Law No. 2 for 2022.pdf</a>	<a href="#">Memorandum</a>	<a href="#">Cover Memo</a>	3/24/2022
<a href="#">1974 NY Opinion of the Atty. General No. 162.pdf</a>	<a href="#">Opinion of the NY Atty. General</a>	<a href="#">Cover Memo</a>	3/24/2022
<a href="#">1981 Opinion of the NY Atty. General 272.pdf</a>	<a href="#">Opinion of the NY Atty. General</a>	<a href="#">Cover Memo</a>	3/24/2022
<a href="#">Local Law - No. 2 of 2022 - Charter Amendments.pdf</a>	<a href="#">Resolution</a>	<a href="#">Cover Memo</a>	3/24/2022

## MEMORANDUM

TO: David Manchester, Chairman  
FROM: Bryan Maggs, Legislative Attorney  
DATE: March 24, 2022  
RE: Proposed Local Law (Charter Amendments)

---

I am offering this legal memorandum at your request, to accompany the proposed local law recommending Charter Amendments necessary to bring the Chemung County Charter into compliance with State Law.

Presently the Charter has five items that conflict with State Law:

1. The elected term of the Treasurer is three years (Charter § 401), while State Law mandates it to be four years (County Law § 400).
2. The elected term of the Clerk is three years (Charter § 2001), while State Law mandates it to be four years (County Law § 400)
3. The elected term of the District Attorney is three years (Charter § 2101), while State Law mandates it to be four years (County Law § 400).
4. The elected term of the Sheriff is three years (Charter § 2301), while State Law mandates it to be four years (County Law § 400).
5. The Charter gives IDA member appointment authority to the County Executive (Charter § 2704), while State Law mandates it to be “the governing body of the County of Chemung” (General Municipal Law § 896).

Both the NYS Constitution (Art. IX, § 2) and Municipal Home Rule (§ 34) are clear that no County Charter provision may be inconsistent with a general or special law adopted by New York State.

County Law § 400 is a general State Law that applies to all counties, and requires elected Sheriffs, Treasurers, District Attorneys and County Clerks to have 4-year terms. Ironically, when the Chemung County Charter was adopted, it called for the Treasurer to have a 4-year term, but at that time NYS law mandated a 3-year term. The NYS Attorney General issued an opinion (1974 Op Atty Gen 162) which said that the conflicting provision of the charter must yield to state law, and the Charter was updated by Local Law #3 of 1974, to change the Treasurer’s term to 3 years. County Law § 400 changed to make the terms 4 years, making the Charter out of compliance.

March 24, 2022

Page 2

General Municipal Law § 856 is a general State Law that directs the formation and organization of IDAs. IDAs are established by “special act of the [NYS] legislature” (856[1][a]), and are “public benefit corporations” which “except as otherwise provided by special act of the [NYS] legislature \* \* \* shall be appointed by the governing body of each municipality and who shall serve at the pleasure of the appointing authority” (856[2]).

The special legislation creating the Chemung County IDA did not make an exception from GML § 856, and expressly requires that the “members shall be appointed by the governing body of the county of Chemung” (GML § 896).

Erie County’s IDA is an example of a county that has a different method of appointment of the IDA members, calling for its members to be the County Executive, various town supervisors, the chairmen of the chamber of commerce and labor-management counsel, president of AFL-CIO, president of NAACP (and several other individuals), plus five members of the community “appointed jointly by the county executive of Erie county and the chairman of the legislature of Erie county” (GML § 891-a).

An opinion of the Attorney General has addressed directly the issue facing the unauthorized Chemung County Charter provision: “neither a charter county nor any other municipality has the power to alter or restrict the statutory designation of the municipality’s “governing body” as the body that appoints members of an IDA. A municipality may seek special legislation to provide a different method of appointing members” (1981 Op Atty Gen 272).

An IDA is a “State-created instrumentality. The [IDA] is not part of the county government; the IDA’s powers are derived directly from the State, not from or through the county. This power status is specifically recognized by section 34 of the Municipal Home Rule Law, which limits a county’s home-rule charter power by prohibiting a provision superseding any general or special law “[i]nsofar as it relates to a public benefit corporation. A change in the power of appointment of members of an IDA would supersede both a general and a special law” (1981 Op Atty Gen 272).

Each of the above changes are required under NYS Law to bring our Charter into compliance with NYS Law.

If you have any further questions, please feel free to contact me at your convenience.

1974 N.Y. Op. Atty. Gen. No. 162 (N.Y.A.G.), 1974 WL 324320

Office of the Attorney General

State of New York  
Informal Opinion  
June 17, 1974

NEW YORK STATE CONSTITUTION, Article IX, §§ 1(h)(1), 2(c) (1) and 3(d)(1); MUNICIPAL HOME RULE LAW, §§ 2(5), 10(1) (a)(1) and 33(1) and 3(b); COUNTY LAW, § 400(1).

\*1 A provision of the County of Chemung Charter approved by the voters at the general election of 1973 and effective on January 1, 1974, whereby the office of County Treasurer was designated as a four-year term, must yield to the provisions of County Law, § 400(1), which provides that such term of office shall continue to be three years.

Hon. Louis J. Mustico  
Chemung County Attorney

This is in response to your letter of June 7, 1974, wherein you state that, under the County of Chemung Charter, which was approved by the voters in the general election of 1973 and became effective as of January 1, 1974, the office of County Treasurer is designated as a four year term. Since the Charter provision is inconsistent with the County Law, which provides for a three-year term for such office, you ask for my opinion whether the Charter provision or the provision of County Law governs the term of said office.

County Law, § 400(1), provides, in part:

"There shall be elected a sheriff, county clerk, district attorney and county treasurer. \* \* \* *The term of office of each such officer shall continue to be three years from and including the first day of January next succeeding his election.* \* \* \*" (Emphasis supplied.)

New York State Constitution, Article IX, § 1(h) (1), provides that counties, other than those wholly included within a city shall be empowered by law to adopt, amend or repeal alternate forms of county government.

Municipal Home Rule Law, Article 4, Part 1, contains the "County Charter Law" and, in section 33 thereof, provides, in part: "1. *Subject to restrictions in the constitution, in this article or in any other applicable law*, the board of supervisors of any county as defined in section thirty-two of this article and including but not limited to a county which has heretofore adopted a charter enacted by the legislature shall have power to prepare, adopt, amend or repeal a county charter. (Emphasis supplied.)

\* \* \*

"3. Such a county charter shall provide for:

\* \* \*

"b. The agencies or officers responsible for the performance of the functions, powers and duties of the county and of any agencies or officers thereof and the manner of election or appointment, *terms of office*, if any, and removal of such officers." (Emphasis supplied.)

New York State Constitution, Article IX, § 2(c)(1), empowers a local government to adopt and amend local laws in relation to: “The powers, duties, qualifications, number, mode of selection and removal, *terms of office*, compensation, hours of work, protection, welfare and safety of its officers and employees, except that cities and towns shall not have such power with respect to members of the legislative body of the county officers.” (Emphasis supplied.)

\*2 Municipal Home Rule Law, § 10(1) (a) (1), implements the constitutional provision.

However, in both New York State Constitution and the Municipal Home Rule Law, such power is prefaced by wording to the effect that *such local law shall not be inconsistent with the provisions of the Constitution or inconsistent with any general law*.

County Law, § 400(1), as it relates to terms of office of county treasurer is a general law, since, in terms and in effect, it applies to all counties other than those wholly included within a city (New York State Constitution, Article IX, § 3[d][1]; Municipal Home Rule Law, § 2[5]).

From all of the foregoing, I conclude that a provision of the County of Chemung Charter approved by the voters at the general election of 1973 and effective on January 1, 1974, whereby the office of County Treasurer was designated as a four-year term, must yield to the provisions of County Law, § 400(1), which provides that such term of office shall continue to be three years.

Louis J. Lefkowitz

1974 N.Y. Op. Atty. Gen. No. 162 (N.Y.A.G.), 1974 WL 324320

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1981 N.Y. Op. Atty. Gen. (Inf.) 272 (N.Y.A.G.), 1981 WL 145770

Office of the Attorney General

State of New York  
Informal Opinion No. 81-117  
October 19, 1981

GENERAL MUNICIPAL LAW, ART 18-A, §§ 854(5), 856(1)(a) and (2), 891-a, 912 (second entry), 917; MUNICIPAL HOME RULE LAW, §§ 33, 34(3)(f); L 1972, CH 390; L 1978, CH 143.

\*1 Neither a charter county nor any other municipality has the power to alter or restrict the statutory designation of the municipality's 'governing body' as the body that appoints members of an industrial development agency. A municipality may seek special legislation to provide a different method of appointing members.

Henry J. Holley, Esq.  
Orange County Industrial Development Agency  
76 E. Main Street  
Port Jervis, New York 12771

Dear Mr. Holley:

You have asked whether Orange County by charter amendment may transfer from the county legislative body to the county executive the power to appoint members of the Orange County Industrial Development Agency established by chapter 390 of the Laws 1972 (General Municipal Law, § 912 [second entry]). You have supplied us with a copy of the charter amendment, which has been passed and takes effect on January 1, 1982.

An industrial development agency ('IDA') is 'a corporate governmental agency, constituting a public benefit corporation' (*id.*, § 856[2]). An IDA is established by a special act of the Legislature for the benefit of a municipality (*ibid.*, subd [1][a]). Thus, an IDA is a creature of the State and has only the powers granted to it by the general law authorizing IDAs (*id.*, Art 18-A), and, for any particular IDA, the special act establishing it (see our informal opinion of April 29, 1980, copy enclosed). The special act establishing the Orange County IDA states: 'Its members shall be appointed by the governing body of the county of Orange' (*id.*, § 912 [second entry]). Moreover, the general law authorizing IDAs states:

'Except as otherwise provided by special act of the legislature, an agency shall consist of not less than three nor more than seven members who shall be appointed by the governing body of each municipality and who shall serve at the pleasure of the appointing authority.' (*Id.*, § 856[2].)


In light of 'Except as otherwise provided by special act', it is clear that the Legislature anticipated that some municipalities might wish appointments of members to be made by someone other than the 'governing body', which is the 'board or body in which the general legislative powers of the municipality are vested' (*id.*, § 854[5]).<sup>a1</sup> Orange County can request amendment of the special act to provide that its county executive appoints the members.

You mention that the case of *Heimbach v. Mills*, 67 AD2d 731 (2d Dept, 1979), is relied upon to justify the county's charter power to 'amend' Article 18-A. We recognize that a county in fashioning its form of government may supersede general laws (Municipal Home Rule Law, § 33). Here, however, the issue concerns a State-created instrumentality. The Orange County IDA is not a part of the county government; the IDA's powers are derived directly from the State, not from or through the county. The county's relationship to the Orange County IDA is determined not by home rule but by the Legislature. This power status is specifically recognized by section 34 of the General Municipal Law, which limits a county's home-rule charter power by prohibiting a provision superseding any general or special law '[i]nsofar as it relates to a public benefit corporation' (subd [3][f]). A change in the power of appointment of members of an IDA would supersede both a general and a special law.



\*2 We note that the charter amendment also increases the membership of the Orange County IDA from five to seven as authorized by section 856 of the General Municipal Law as amended in 1978 by chapter 143. We think that a resolution adding two members to the agency followed by filing a certificate of appointment with the Secretary of State is all that is required. (See our informal opinion No. 81-43, copy enclosed.)

We note also that the charter amendment specifies that two of the seven members are to be appointed from the county at large and the other five from 'areas' consisting of combinations of districts from which county legislators are chosen. For the reasons given earlier, we doubt that a county's charter power permits it to restrict the power granted by the Legislature to the 'governing body' to make appointments. (Compare sections 891-a and 917, the only special acts that specify who are to be members.) The county legislative body by resolution can make appointments under such a policy and presumably could declare the policy in the resolution, a policy that would remain in effect until changed by resolution. To go beyond that by using a charter or local law might be considered an assertion of home-rule power over a subject that the Legislature has withheld.

 We conclude that neither a charter county nor any other municipality has the power to alter or restrict the statutory designation of the municipality's 'governing body' as the body that appoints members of an industrial development agency. A municipality may seek special legislation to provide a different method of appointing members.

The Attorney General renders formal opinions only to officers and departments of the State government. This performe is an informal and unofficial expression of views of this office.

Very truly yours,

Robert Abrams  
Attorney General

By:

George D. Braden  
Assistant Attorney General In Charge of Opinions

#### Footnotes

- a) We note that there are over 150 IDAs created by special act. Only ten of the special acts provide for appointing members other than by the governing body.

1981 N.Y. Op. Atty. Gen. (Inf.) 272 (N.Y.A.G.), 1981 WL 145770

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RESOLUTION NO. 22-

RESOLUTION ADOPTING INTRODUCTORY LOCAL LAW NO. 2 FOR THE YEAR 2022 IN RELATION TO THE AMENDMENT OF LOCAL LAW NO. 4 OF THE YEAR 1973 ENTITLED "A LOCAL LAW TO PROVIDE FOR THE ESTABLISHMENT OF A COUNTY CHARTER FOR THE COUNTY OF CHEMUNG, STATE OF NEW YORK" RELATING TO THE PROVISIONS OF ARTICLE 4 OF THE MUNICIPAL HOME RULE LAW OF THE STATE OF NEW YORK (FILED WITH THE DEPARTMENT OF STATE OF THE STATE OF NEW YORK AS LOCAL LAW NO. 3 OF THE YEAR 1973), amending Article IV, Section 401; Article XX, Section 2001; Article XXI, Section 2101, Article XXIII, Section 2301, Article XXVII, Section 2704 (adding Section 2706)

By:

Seconded by:

WHEREAS, Introductory Local Law No. 2 for the Year 2022 has been introduced and filed with the County Legislature seven (7) calendar days prior to consideration, exclusive of Sunday, upon the desks of the members of the Chemung County Legislature as required by Section 20 of the Municipal Home Rule Law; and the Clerk of the County Legislature has made her affidavit of service of filing the same; and

WHEREAS, Municipal Home Rule Law, Section 20 requires the Chief Executive Officer of the County to hold a Public Hearing thereon within the time limits as stated therein; and

WHEREAS, the Chemung County Charter, Article II, provides for adoption of Local Laws by the Chemung County Legislature; now, therefore, be it

RESOLVED, that the following Introductory Local Law No. 2 for the Year 2022, be and the same is hereby enacted and promulgated by the Chemung County Legislature as follows:

COUNTY OF CHEMUNG INTRODUCTORY  
LOCAL LAW NO. 2 FOR THE YEAR 2022

A Local Law in relation to the amendment of Local Law No. 4 of the Year 1973 entitled "A Local Law to provide for the establishment of a County Charter for the County of Chemung, State of New York" relating to the provisions of Article 4 of the Municipal Home Rule Law of the State of New York (filed with the Department of State of the State of New York as Local Law No. 3 of the Year 1973) (Terms of County Treasurer and Sheriff, amend Section 2704, add Section 2706).

BE IT ENACTED by the Chemung County Legislature of the County of Chemung, State of New York, as follows:

Section 1. Article I of the Chemung County Charter enacted by Local Law No. 4 of the year 1973 and filed with the Department of State of the State of New York as Local Law No. 3 of the year 1973 be and hereby is amended as follows:

ARTICLE IV  
DEPARTMENT OF FINANCE

Section 401. Department of Finance; County Treasurer; Elections; Qualifications.  
Section 402. Powers and Duties.  
Section 403. Deputies.

Section 401. Department of Finance; County Treasurer; Elections; Qualifications.  
There shall be a Department of Finance, headed by a County Treasurer who shall be elected from the County at large. His term of office shall be for ~~four (4) three (3)~~ years beginning with the first day of January immediately succeeding his election except that the provisions of this section with respect to such election shall not take effect until the General Election of 1974, at which time the County Treasurer shall be elected for a ~~four (4) three (3)~~ year term to commence on ~~January 1, 1975~~ January 1, 2023, and every County Treasurer thereafter shall have a term of ~~four (4) three (3)~~ years.

ARTICLE XX  
DEPARTMENT OF RECORDS

Section 2001. Department of Records; County Clerk; Election; Qualifications.  
Section 2002. Powers and Duties.  
Section 2003. Deputy County Clerks.

Section 2001. Department of Records; County Clerk; Election; Qualifications.  
There shall be a Department of Records headed by a County Clerk, who shall be elected from the County at large. His term of office shall be for ~~four (4) three (3)~~ years beginning with the first day of January immediately succeeding his election, except that the provisions of this section with respect to such election shall not take effect until the General Election of 1974, at which time the County Clerk shall be elected for a ~~four (4) three (3)~~ year term to commence on ~~January 1, 1975~~ January 1, 2023, and every County Clerk thereafter shall have a term of ~~four (4) three (3)~~ years.

ARTICLE XXI  
DISTRICT ATTORNEY

Section 2101. District Attorney; Election; Term; Qualifications.  
Section 2102. Powers and Duties.  
Section 2103. Assistant District Attorneys.

Section 2101. District Attorney; Election; Term; Qualifications. There shall be a District Attorney who shall be elected from the County at large. His term of office shall

be for four (4) ~~three (3)~~ years beginning with the first day of January immediately succeeding his election, except that the provisions of this section with respect to such election shall not take effect until the General Election of 1976 at which time the District Attorney shall be elected for a four (4) ~~three (3)~~ year term to commence on January 1, 2024 ~~January 1, 1977~~, and every District Attorney thereafter shall have a term of four (4) ~~three (3)~~ years.

### ARTICLE XXIII SHERIFF

Section 2301. Sheriff; Election; Term; Qualifications.

Section 2302. Powers and Duties.

Section 2303. Deputies.

Section 2301. Sheriff; Election; Term; Qualifications. There shall be a Sheriff who shall be elected from the County at large. His term of office shall be for four (4) ~~three (3)~~ years beginning with the first day of January immediately succeeding his election, except that the provisions of this section with respect to such election shall not take effect until the General Election of 1974 at which time the Sheriff shall be elected for a four (4) ~~three (3)~~ year term to commence on January 1, 2024 ~~January 1, 1975~~, and every Sheriff thereafter shall have a term of four (4) ~~three (3)~~ years.

### ARTICLE XXVII OTHER COUNTY BOARDS, OFFICES, INSTITUTIONS AND FUNCTIONS

Section 2704. Additional Appointments by County Executive. The following offices, boards and administrative units are hereby continued, and its head and members as presently authorized shall continue in offices for the terms established thereof, and upon expiration of the term of said head or member, shall be appointed by the County Executive subject to confirmation by the County Legislature for terms presently authorized ~~by~~ by to wit: Civil Service Commission (Civil Service Law Sec. 15-a); Drug Abuse Council (Gen. Mun. Law Art. 12-E Sec. 239-u); Economic Opportunity; Fire Advisory Board (pursuant to Sec. 225-A County Law); Fish and Wildlife Management Board (pursuant to Sec. 198, Fish and Game Law); Forest Practice Board (Conservation Law Art. 3-1105); Historical Association; Human Relations Commission; ~~Industrial Development Agency (N.Y.S. I. D. A. Art. Sec. 856)~~; Jury Board (Judicial Law Art. 18); Medical Advisory Committee; Mental Health Board (Mental Hygiene Sec. 190-B); Soil Conservation Board; Southern Tier Central Regional Planning and Development Board (Art. 12-C Gen. Mun. Law); Finger Lakes Commission; Newtown-Hoffman Creeks Watershed; Harris Hill Soaring; Southern Tier Crime Control Planning Committee; Civil Defense Director; Veterans' Service Director; representatives on the County Extension Service; Dog Warden; Alcoholic Beverage Control Board; County Agriculture Society; County Conservation Commission; County Historian; Reforestry.

By adding the following Section to Article XXVII OTHER COUNTY BOARDS, OFFICES, INSTITUTIONS AND FUNCTIONS

Section 2706

The following offices, boards and administrative units are hereby continued, and its head members as presently authorized shall continue in office for the terms established thereof, and upon expiration of the term of said head or member shall be appointed by the Chemung County Legislature for terms presently authorized by to wit: Industrial Development Agency (N.Y.S.I.D.A. Art. Sec. 856)

Section 2. This Local Law is subject to referendum on petition as provided by law.

Section 3. This Local Law shall take effect immediately upon appropriate filing with the Department of State pursuant to the provision of the Municipal Home Rule Law.

and, be it further

RESOLVED, that the Clerk of the Chemung County Legislature be and hereby is authorized to transmit the same to the County Executive for a public hearing and said County Executive shall hold said public hearing within twenty (20) days after the presentation of said Local Law Introductory No. 2 for the Year 2022 to him.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution adopting Introductory Local Law No. 3 for the Year 2022 a Local Law entitled "A Local Law superseding Public Officer's Law Section 3(1) as to the residency of certain public officers in Chemung County"

**Resolution #:** 22-274  
**Slip Type:** OTHER  
**SEQRA status**  
**State Mandated** False

### Explain action needed or Position requested (justification):

Amending the Public Officers Law for Assistant District Attorneys, Assistant County Attorneys, Public Defender, Assistant Public Defenders, Public Advocate, and Assistant Public Advocates to reside in the County in which they work. Because the County is having difficulty finding qualified candidates among the existing pool of available applicants, the County Executive has requested an expansion of available attorneys by amending the Public Officers Law. Similar exemptions have been provided by the State for the Yates County, Schuyler County, and for many others. In order to assure an adequate pool of qualified applicants for the attorneys' positions within Chemung County, the County Executive is recommending adoption of this Local Law superseding the State of New York Public Officers Law Section 3, special law, as to the residency requirements of certain public officers in Chemung County.

### ATTACHMENTS:

File Name	Description	Type	Upload Date
<a href="#">Article - E. Garry.pdf</a>	<a href="#">Article - E. Garry</a>	<a href="#">Cover Memo</a>	3/28/2022
<a href="#">Letter to Exec - Legislature.pdf</a>	<a href="#">Letter to Exec</a>	<a href="#">Cover Memo</a>	3/28/2022
<a href="#">Public Officers Law 3.pdf</a>	<a href="#">Public Officers Law</a>	<a href="#">Cover Memo</a>	3/28/2022
<a href="#">Local Law - Residency Waiver.pdf</a>	<a href="#">Resolution</a>	<a href="#">Cover Memo</a>	4/21/2022

# Too Few Lawyers? Access to Justice in Rural Communities

January 11, 2019

Elizabeth A. Garry, Presiding Justice, Appellate Division, Third Department;  
Photo: Courtesy of Albany Law School

With growing populations downstate, declining populations upstate and aging populations statewide, our communities—whether rural, metropolitan or suburban—are facing evolving obstacles to ensuring access to justice for all New Yorkers. During my first year as Presiding Justice of the Third Department many attorneys have shared their concerns about the availability of legal services, and particularly in the rural regions, as many are located within my Department. The geographical and demographic circumstances in rural settings pose unique challenges, and these are issues that our court system, legal service providers, and other stakeholders are actively working to address.

Recognizing that many of my readers will be in urban areas, let me begin by stating that there are multiple opportunities for a successful legal career outside of urban settings; and there is great joy to be found in a quiet small town or rural setting. Our upstate communities are not particularly diverse, but neither are they hostile to diversity. The people residing in our towns, villages, and farm communities are much more likely to be broad-minded and big hearted than the opposite; I share this observation based upon decades of personal experience. So, to any readers wondering whether their quality of life may be enhanced by a closer connection to nature, let me clearly say that mine has been, and more than that, that I have never lacked opportunities for personal and career growth and service while living in rural upstate communities. These are communities filled to overflowing with history and beauty—and populated by good neighbors.

However, attorneys in rural areas are scarce. Although New York state has one of the highest rates of attorneys per capita in the nation, most areas

outside of New York City have far fewer lawyers. Many rural counties have only one or two attorneys per 1,000 residents. The dearth of legal help can make it difficult for people to obtain the routine legal advice necessary to successfully plan for the future, manage their businesses and organize their lives. It also complicates the critical work of securing basic life necessities for those living in poverty. Rural residents are often left to handle their legal problems without the assistance of an attorney.

In response to these challenges, leaders in our court system and the legal profession are working to get more New Yorkers the legal help they need to keep our communities thriving. For example, the Rural Law Center of New York is providing legal services for low-income, rural New Yorkers throughout the state. The Rural Law Center has also partnered with the New York State Bar Association's Committee on Courts of Appellate Jurisdiction to support the Pro Bono Appeals Program, which operates in the Third and Fourth Departments of the Appellate Division. Another project, The Rural Law Initiative, is a pilot program created by Albany Law School's Government Law Center, with partial funding provided by a grant from the U.S. Department of Agriculture. The Initiative is intended to provide non-representative legal advice to farms, small businesses and entrepreneurs in rural areas, on matters including business formation, land use, financial literacy, regulatory matters and more. This program also connects participants to attorneys who can provide more comprehensive representation, and refers non-eligible individuals to other sources of free or low-cost legal assistance. The Legal Aid Society of Northeastern New York and Pro Bono Net have also collaborated on an innovative program called "Closing the Gap." This initiative uses technology to connect low-income rural litigants with remote volunteer attorneys in the Capital District who provide limited scope representation. These programs are some examples of creative problem solving aimed at tackling the unique barriers to providing sufficient legal representation in rural communities. (For a more thorough and extensive treatment of this topic, see the recent issue of the NYSBA Government, Law and Policy Journal devoted to Rural Justice in New York State.)

Under the leadership of Chief Judge Janet DiFiore, Chief Administrative Judge Larry Marks, my colleagues on the Administrative Board, and leaders in our judiciary statewide, the Court System has also taken steps to address the legal needs of our rural populations. As mentioned above, one initiative that has gained support is the use of limited scope representation,



or unbundling. In 2016, the Court System issued a policy statement encouraging this practice. The process of evaluating public comment upon proposed guidelines designed to clarify the ethical rules governing limited scope representation, and forms to facilitate the practice, is currently underway. In addition, the New York State Access to Justice Program has partnered with the New York State Bar Association to hold trainings relative to the use of limited scope representation. This form of representation has been used in various settings, particularly including rural areas, and through pro bono initiatives such as the "Closing the Gap" program discussed above. Although it would be ideal for our state's citizens to have access to full representation for all of their legal matters, the provision of limited scope legal services can be a useful tool in assisting individuals who might otherwise appear pro se in potentially life-changing legal proceedings.

In October, the New York State Permanent Commission on Access to Justice, chaired by Helaine M. Barnett, hosted a Statewide Stakeholders Meeting in Albany. More than 140 individuals—including judges, legal services providers, practitioners, community leaders and public officials—came together to discuss strategies that have been successful and to formulate action plans for local initiatives. Information was shared as to the efforts underway in various communities, and participants then broke out into groups to focus on applying that knowledge to both rural and metropolitan settings. Stakeholders from judicial districts throughout upstate New York have since formed working groups in specific focus areas, such as modest means representation and using technology to address the justice gap, and local action plans are being formulated.

As court administrators, we are also working to address specific problems as we identify them. For example, in the Third Department, we have encountered a shrinking pool of lawyers who are willing and able to serve as attorneys for the child (AFCs) in some areas. For the purpose of supplementing our existing AFC panels, and to thus ensure that appropriate representation is available for young people in those communities, we have recently created additional AFC contract offices. We are currently establishing new AFC contract offices in Broome and Chenango counties, in addition to those which already exist in Clinton, Essex, Franklin, Fulton, Otsego and Schuyler counties.

In a state as large and diverse as ours, there are few one-size-fits-all

solutions to the challenges we face. Although impressive progress has been made, there is a great deal of work ahead. We are fortunate, however, to benefit from a wealth of expertise, innovation and commitment among members of our judiciary and legal profession. By collaborating with and supporting the efforts of practitioners, legal service providers and other stakeholders, engaging in long-term strategic planning, and remaining flexible and creative in responding to issues that arise, we will continue to improve access to justice and legal representation for all New Yorkers.



## DISTRICT ATTORNEY'S OFFICE

### COUNTY OF CHEMUNG

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P.O. Box 588  
Elmira, New York 14902-0588

Phone: (607) 737-2944

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STEPHEN R. HOFFMANN  
JOHN D. KELLEY  
NICHOLAS S. LINE  
ZACHARY S. PERSICHINI  
WAYNE R. WITHERWAX  
Assistant District Attorneys

MICHAEL MARRONE  
RICHARD WEED  
Investigators

**March 16, 2022**

County Executive Christopher Moss  
203 Lake Street  
Elmira, NY 14902

David Manchester, Chairman of Chemung County Legislature  
203 Lake Street  
Elmira, NY 14902

Members of the Chemung County Legislature  
203 Lake Street  
Elmira, NY 14902

### **RE: Amendment of Public Officers' Law**

Dear County Executive Moss,  
David Manchester, Chairman, and  
Members of the Legislature:

Presently, Section 3 of New York State Public Officers Law requires public officers (which includes assistant district attorneys) to be residents of the political subdivision in which such officers will carry out their official job functions. Unfortunately, the pool of available lawyers in Chemung County to serve as assistant district attorneys is very small. One need only read the attached article written two years ago by the Honorable Elizabeth A. Garry, the Presiding Justice of the Appellate Division, Third Department, to be informed about the dearth of lawyers in Upstate New York. Compounding the problem for us is the fact that many young lawyers are eschewing employment opportunities in prosecutors' offices nationwide due to the present political climate.

As an example of the impact on my office, I cite the fact that we have had two vacancies for assistant district attorneys (one since September of 2021, and the second since January of 2022) which drew interest from only two applicants. One, a recent graduate from Syracuse Law School, opted to accept a position with the Suffolk County District Attorney's office. The second applicant intends to move upstate, but unfortunately may reside outside Chemung County due to her

husband's employment in Corning. Therefore, we are requesting the passage of a local law waiving the residency requirement of New York State Public Officers Law § 3 as it pertains to assistant district attorneys. Other counties that have already adopted similar legislation include: Livingston, Yates, Madison, Schuyler, Montgomery, Fulton, Essex, Wyoming, Sullivan, Oswego, Tioga, Tompkins, and Steuben. Passage will expand the number of attorneys available to work as assistant district attorneys in Chemung County.

Thank you for your kind consideration of this request.

Very Truly Yours,



Weeden A. Wetmore



## Public Officers Law § 3

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### Qualifications for holding office.

No person shall be capable of holding a civil office who shall not, at the time he shall be chosen thereto, have attained the age of eighteen years, except that in the case of youth boards, youth commissions or recreation commissions only, members of such boards or commissions may be under the age of eighteen years, but must have attained the age of sixteen years on or before appointment to such youth board, youth commission or recreation commission, be a citizen of the United States, a resident of the state, and if it be a local office, a resident of the political subdivision or municipal corporation of the state for which he shall be chosen, or within which the electors electing him reside, or within which his official functions are required to be exercised, or who shall have been or shall be convicted of a violation of the selective draft act of the United States, enacted May eighteenth, nineteen hundred seventeen, or the acts amendatory or supplemental thereto, or of the federal selective training and service act of nineteen hundred forty or the acts amendatory thereof or supplemental thereto.

RESOLUTION 22-

RESOLUTION INTRODUCING LOCAL LAW NO. 3 FOR THE YEAR 2022 A LOCAL LAW ENTITLED “A LOCAL LAW SUPERSEDING PUBLIC OFFICERS LAW SECTION 3(1) AS TO THE RESIDENCY OF CERTAIN PUBLIC OFFICERS IN CHEMUNG COUNTY”

By: Chalk

Seconded by:

WHEREAS, Introductory Local Law No. 3 for the year 2022 has been introduced and placed upon the desks of the members of the Chemung County Legislature seven (7) calendar days prior to consideration, exclusive of Sundays, as required by Section 20 of the Municipal Home Rule Law and the Clerk of the County Legislature has made her affidavit of service of filing the same; and

WHEREAS, Municipal Home Rule Law, Section 20 requires the Chief Executive Officer of the County to hold a Public Hearing thereon within the time limits as stated therein; and

WHEREAS, presently Section 3 of the Public Officers Law requires Assistant District Attorneys, Assistant County Attorneys, the Public Defender, Assistant Public Defenders, the Public Advocate, and Assistant Public Advocates to reside in the County in which they work; and

WHEREAS, the County of Chemung being a primarily rural county, and in large part due to residency requirements is having difficulty in recruiting qualified attorneys to fill positions within the Chemung County District Attorney’s Office, Chemung County Public Defender’s Office, Chemung County Attorney’s Office, and the Chemung County Public Advocates Office (the conflict defenders office); and

WHEREAS, the County Executive and the Multi-Services Committee recommend that the county exercise its Municipal Home Rule authority to make exception to Section 3 of the Public Officer’s Law and permit individuals to hold the position of Chemung County Assistant District Attorney, Assistant County Attorney, Public Defender, Assistant Public Defender, Public Advocate, Assistant Public Advocate to reside either within Chemung County or any county contiguous to Chemung County in the State of New York; and

WHEREAS, through this Local Law, Chemung County is superseding the State of New York Public Officers Law Section 3, special law, by expanding the residency requirements of certain public offices in the Chemung County; now, therefore, be it

RESOLVED, that the following Introductory Local Law No. 3 of the Year 2022, be and it be same is hereby enacted and promulgated by the Chemung County Legislature as follows:

**COUNTY OF CHEMUNG INTRODUCTORY LOCAL LAW NO. 3 FOR THE  
YEAR 2022** (to become local law No. \_\_ for the Year 2022 upon filing)

**A LOCAL LAW SUPERSEDING PUBLIC OFFICERS LAW SECTION 3(1) AS  
TO THE RESIDENCY OF CERTAIN PUBLIC OFFICERS IN CHEMUNG COUNTY**

BE IT ENACTED by the Chemung County Legislature of the County of Chemung, State of New York, as follows:

**Section 1: Legislative Intent**

The intent of this local law is to define the residency requirement as it pertains to the following Chemung County public officers: Assistant District Attorneys, Assistant County Attorneys, Public Defender, Assistant Public Defenders, Public Advocate, and Assistant Public Advocates. It is the intent of this local law to supersede the provisions of New York State Public Officers Law Section 3(1) with respect said public officers.

**Section 2: Residency Requirement: Assistant District Attorney**

The provisions of Section 3(1) of the New York State Public Officers Law requiring a person to be a resident of the political subdivision or municipal corporation of the state for which he or she shall be chosen or within which his or her official functions are required to be exercised, shall not prevent a person from holding the office of Assistant District Attorney of the County of Chemung, provided that such person resides in Chemung County or an adjoining county within the State of New York. The provisions of this subdivision shall not apply to any person holding the office of first assistant district attorney or chief assistant district attorney, the holder of which would assume the duties of the district attorney upon the district attorney's absence from the county or upon the district attorney's inability to perform his or her duties.

**Section 3: Residency Requirement: Assistant County Attorney**

The provisions of Section 3(1) of the New York State Public Officers Law requiring a person to be a resident of the political subdivision or municipal corporation of the state for which he or she shall be chosen or within which his or her official functions are required to be exercised, shall not prevent a person from holding the office of Assistant County Attorney of the County of Chemung, provided that such person resides in Chemung County or an adjoining county within the State of New York.

**Section 4: Residency Requirement: Public Defender and Assistant Public Defender**

The provisions of Section 3(1) of the New York State Public Officers Law requiring a person to be a resident of the political subdivision or municipal corporation of the state for which he or she shall be chosen or within which his or her official functions are required to be exercised, shall not prevent a person from holding the office of Public Defender and or Assistant Public

Defender of the County of Chemung, provided that such person resides in Chemung County or an adjoining county within the State of New York.

**Section 5: Residency Requirement: Public Advocate and Assistant Public Advocate**

The provisions of Section 3(1) of the New York State Public Officers Law requiring a person to be a resident of the political subdivision or municipal corporation of the state for which he or she shall be chosen or within which his or her official functions are required to be exercised, shall not prevent a person from holding the office of Public Advocate and or Assistant Public Advocate of the County of Chemung, provided that such person resides in Chemung County or an adjoining county within the State of New York.

**Section 6: Severability**

If any section of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof that can be given effect without the invalid provision, but shall be confined in its operation to the section thereof directly involved in the controversy in which such judgment shall have been rendered.

**Section 7:** This Local Law is subject to referendum on petition as provided by law.

**Section 8.** This Local Law shall take effect immediately upon appropriate filing with the Department of State pursuant to the provision of the Municipal Home Rule Law.

and, be it further

RESOLVED, that the Clerk of the Chemung County Legislature be and hereby is authorized to transmit the same to the County Executive for a public hearing and said County Executive shall hold said public hearing within twenty (20) days after the presentation of said Local Law Introductory No. 3 for the Year 2022 to him.

BY ORDER OF THE CHEMUNG COUNTY LEGISLATURE  
COUNTY OF CHEMUNG, STATE OF NEW YORK

APPROVED BY:

DATED: \_\_\_\_\_

\_\_\_\_\_  
Christopher J. Moss  
County Executive  
County of Chemung  
State of New York